United States Court of Appeals

for the Second Circuit

APPENDIX

77-7158

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P/S

United States Court of Appeals

FOR THE SECOND CIRCUIT

KATHLEEN G. O'GEE,

Plaintiff-Appellee,

—against—

DOBBS HOUSES, INC.,

Defendant and Third Party Plaintiff-Appellant,

—against—

UNITED AIR LINES, INC.,

Third Party Defendant-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

UNITED STATES COURT OF APPEALS
FILED
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A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

JOINT APPENDIX

Volume II—Pages 323a-617a

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PAGINATION AS IN ORIGINAL COPY

INDEX TO APPENDIX

	Page
Docket Entries	1a
Judgment	3a
Transcript of Trial	4a
Motion to Dismiss Complaint	254a
Requests to Charge	474a
Renewal of Motion to Discuss	480a
Court's Charge	493a
Jury's Verdict	511a
Motion to Set Aside Verdict	514a
Plaintiff's Witnesses	
Kathleen Collins	
Direct	6a
Resumed Direct	130a
Cross	192a
Redirect	238a
Recross	246a
Further Direct	462a
Cross	464a
Redirect	466a
Dr. Leo J. Koven	
Direct	17a
Cross	53a
Redirect	85a
Defendant's Witnesses	
Dr. Jack A. Kapland	
Direct	89a
Cross	104a
Thomas Carl Kmetovic	
Direct	270a
Cross	281a
Deposition of Sharon L. Schweizer	287a
Despoition of John S. Griffiths	323a
Further Deposition of John S. Griffiths	486a
Ralph Thomas Maloch	
Direct	392a
Cross	411a
Redirect	453a

Plaintiff's Exhibit

	Printed Page
2 & 2a - Hospital Record	518a
4- Plane Diagram	548a
5, 5a, 5b, 5c, 5d Photos	550a-554a
6 - Flight Attendant Manual	555a
7 - Aircraft Log	566a

Defendant's Exhibits

A- Physical Examination Report	604a
B- Commendation Letter dated January 31, 1977	606a
C- Commendation Letter dated January 15, 1977	607a
UD - Form	608a
UE - Photograph	609a
F - Photograph	610a
UF - Photograph	611a
H - Ramp Service Manual	612a
UI - Catering Agreement	613a

"JOHN S. GRIFFITHS, having been first duly sworn, testified as follows:

"Question: Would you please state your name and address for the record?

"Answer: John S. Griffiths, 1451 Marlin Avenue, Ford City, California 94404.

"Question: Mr. Griffiths, by whom are you employed?

"Answer: United Airlines.

"Question: How long have you been so employed?

"Answer: Seven and a half years.

"Question: Do you have a particular job title or description?

"Answer: I would be classified aircraft engineer.

"Question: What exactly does an aircraft engineer do?

"Answer: In my position it involves the design of galley components, seats, lavatories and other items that the passengers would come in contact with.

"Question: How long have you worked at that particular aspect?

"Answer: Five years and a half."

MR. HYMAN: Gentlemen, we are now going to turn to page 39 and this will be the examination by Mr. Reiss.

"Question: Mr. Griffiths, may I ask you your age?

"Answer: 29.

"Question: May I ask you your education?

"Answer: I ahve a bachelor's degree in mechanical engineering from California State Polytechnic University.

"Question: When did you receive that degree?

"Answer: 1968.

"Question: How many years did you attend?

"Answer: 4 years.

"Question: What did the curriculum include?

"Answer: There was general engineering courses, physics, calculus, thermodynamics, machine design, courses of that nature.

"QUESTION: Did the curriculum sir specifically include cold food rail assemblies in aircraft?

"Answer: No.

"Question: What is the official name of your department or division?

"Answer: I am in the in-flight services engineering section, which is a section of aircraft and equipment engineering, which is a division of the engineering department of United Airlines.

"Question: Where is this particular division located?

"Answer: At the San Francisco Airport.

"Question: What are the number of personnel in that division at the San Francisco Airport?

"Answer: Which division? Engineering division?

"Question: The one that you referred to, sir?

"Answer: The In-Flight Services Engineering Section employes 14 employees."

MR. HYMAN: Now we will go back to page 3, gentlemen.

(Mr. Hyman resumes reading from deposition.)

"Question: Before we began you probably heard me talk about an accident date of April 1972. ARE you familiar with the planes United had in April 1972?

"Answer: Yes.

"Question: There has been some previous testimony to the effect, that, I believe, the plane involved was a 727 if I'm not mistaken. Are you familiar with a 727?

"Answer: It's a specific model, 727.

"Question: Does the name stretch mean something in particular to you?"

"Answer: Well, 727 - 200 is what is referred to as a stretch.

"Question: Is that different from any other 727?

"Answer: Yes.

"Question: What is the difference?

"Answer: Fusilage is longer than 727 - 100, and the number of passengers carried, galley locations, quantity of galleys and other things pertinent to the operation of the aircraft.

"Question: It is my understanding that there had been some previous testimony that the model involved was a 727 stretch that is involved in this particular litigation. All my questions will refer to that particular model.

"Answer: Right.

"Question: You are familiar then with the galley and where the galley is located and the other components that are located aboard this 727 stretch, is that correct?

"Answer: Yes.

"Question: Again my questions refer to that period of time involving April 23, 1972, okay?

"Answer: Yes.

"Question: Are there certain components aboard the ship that we are talking about?

"Answer: Yes.

"Question: Again my questions refer to that period of time involving April 23, 1972, okay?

"Answer: Yes.

"Question: Are there certain components aboard that ship that we are talking about, the airplane, where food is prepared and stored, etc.?

"Answer: Yes.

"Question: In how many areas does that take place?

"Answer: On the stretch airplane there are two galley complexes.

"Question: Could you tell us where they are located?

"Answer: One is located in the forward section of the first class cabin and one is located in the aft cabin, coach cabin of the airplane.

"Question: I think we're merely concerned with that whichis located in the forward section. Now you said it is located near the first class cabin, is that correct?

"Answer: It's in the first class. Technically it would be considered in the first class cabin.

"Question: Is there a particular area there that is called a buffet area?

"Answer: The buffet by our terminology is the unit that is removed and replaced on the airplane that

carries the food from the flight kitchen to the airplane.

"Question: Could you describe for me the foward galley section, how big is it or how big would it have been in 1972 on the 727 stretch model?

"Answer: Can you be a little more specific. By describe the forward galley, do you mean describe the buffet unit?

"Question: Describe the area where the galley is located, the room that is involved.

"Answer: The galley when the buffets are in place is approximately 3-1/2 feet long, 4 feet wide and it runs from 7 feet down to floor level. It's a decreasing radius contour from the ceiling.

"Question: Is there hot food kept there along with cold food?

"Answer: Yes.

"Question: Is cold food kept in a particular area different from hot food?

"Answer: Yes.

"Question: Is the cold food kept in a particular disignated area, does have a particular nomenclature?

"Ansewr: Generally it's kept in the cold food buffet.

"Question: In this cold food buffet, where is it

located, on what wall of the ship?

"Answer: It would be located in the forward section of the galley. Forward referring to the aircraft.

"Question: What would be in the aft section?

"Answer: The hot food buffet is located in the after section.

"Questin: What would be on the right side looking forward?"

"Answer: The whole galley complex itself is located on the right-hand side of the airplane, looking forward.

"Question: What would on the left side?

"Answer: Passenger seats.

"Question: I believe you testified the cold food buffet is brought aboard the ship?

"Answer: Yes.

"Qeustion: Do you know how it is brought abourd the ship?

"Answer: Yes.

"Question: Could you describe the procedure about how it is brought aboard the ship?

"Answer: The units are first assembled in the flight kitchen, assembled. The meals are placed in the buffet units, they're closed up, they are carried

to a food service truck on board a small four caster dolly. They are placed in the truck which is no more than a larger van with a scissor lift to raise the van above ground level. They are brought to the airplane, the van is raised to the service door, a boarding ramp is then placed between the aircraft and the food truck, the old buffets which were on the airplane from the previous flight are removed. In some instances they may have been removed earlier depending on what sort of flight segment, they are removed on dollies the same way that, the same type that are used for the buffets in the kitchen. After those unites are removed the new units are installed in the buffet and electrical power is app-lied to them. That's basically it.

"Question: When the cold food buffet is put in, you mentioned the use of a dolly; is that correct?

"Answer: Yes.

"Question: Is there a ramp applied to the outside of the aircraft?

"Answer: The ramp is attached to the aircraft and bridges between the food truck and the buffet in airplane itself.

"Question: And the buffet is then pushed?

"Answer: The buffet is then wheeled in across this ramp and then transferred either forward or aft, depending on whether its a hot unit or a cold unit.

"Question: It is transferred on a dolly, is that correct?

"Answer: Yes.

"Question: At some point in time does it leave the dolly?

"Answer: Yes.

"Question: At that point in time does it connect with anything else?

"Answer: Yes.

"Question: Will you tell us what it connects with?

"Answer: It transfers from the dolly onto a set of rails, which we refer to as galley rails. Those rails are permanently affixed to the aircraft structure and lock the buffet in place on the airplane. They provide all the support for the buffet, when the dolly is not installed. They are there for the sole means of retaining the buffet.

"Question: How long are these rails?

"Answer: Approximately 30 inches.

"Question: Is the item them put on the rails and then pushed into position?

"Answer: No. There is a second dolly, a transfer dolly that runs on a small track in the airplane and this orients the buffet so that as you push the unit into the storage compartment it automatically engages onto the rails. The rails are mounted at a slight slope so as the buffet is pushed in it raises slightly off the floor and allows the dolly then to be removed from underneath.

"Question: The second dolly, is that kept aboard the aircraft?

"Answer: No.

"Question: That is brought in with the people who bring in the food buffet, is that correct?

"Answer: Yes.

"Question: Now you mentioned a set of tracks. Is that part of the aircraft?

"Answer: The transfer dolly track, is, it is a single track.

"Question: Could you describe that please, particularly as regards to the forward --

"Answer: It runs the entire length of the galley. So it would run approximately seven feet. It's probably 3/8 of an inch high by 5/8 wide.

"Question: You say then that the cold food goes from the first dolly onto the second dolly?

"Answer: It stays on the first dolly. The first dolly sits on top of the second dolly.

"Question: Then it is moved along this track, is that correct?

"Answer: Yes.

"Question: Now does the track go all the way through, even through the rail section?

"Answer: It goes under the rail. The rails are approximately four inches above the floor, the actual engaging portion of the rail.

"Question: Do the rails then engage in some portion of the cold food buffet?

"Answer: Yes.

"Question: Do they engage a number of parts or just two parts or three parts?

"Answer: The bottom section of the buffet incorporates two-seat channel rails which engage four rollers that are on the aircraft rail. There is a rail on either side of the unit, so you have retention by the two rails.

"Question: So the item is them placed on the rails and I assume then pushed over the rails, is that correct?

"Answer: Correct.

"Question: Is it secured in some fashion at that point,

is it not?

"Answer: Yes.

"Question: Would you tell us how it is secured; is there some locking device or some particular device?

"Answer: There is a locking latch on each rail and when the latch is engaged or activated it engages the bottom of the buffet. There is a pie shaped section on the bottom of the buffet that engages this latch and holds it in place.

"Question: What causes the latch to engage; is there something on the cold food buffet that causes the latch to engage?

"Answer: I don't understand.

"Question: The latch is part of the aircraft, is it not?

"Answer: Correct.

"Question: Is the latch attached to part of the rail?

"Answer: The latch engages a segment on the bottom of the buffet. The latch is part of the aircraft rail.

"Question: Is it part of the rail itself?

"Answer: Yes.

"Question: How many latches are there, one or two?

"Answer: There is one on each rail.

"Question: Where are they located; if you were facing the rail and we would call the initial point that we would come to the begining of the rail, and the point nearest the end of the cabin, the end of the rail, would the latches be located at the beginning of the rail or the end?

"Asnwer: The beginning.

"Question: They are located, one on the left side and one on the right side; one on your left rail and one on your right rail?

"Answer: Yes.

"Question: Now in order to fit the cold food buffet onto the rail, is it necessary to depress this latch?

"Anser: No.

"Question: When the cold food buffet is put onto the rail, is there something that actuvates the latch or is there something that makes this latch work or how does it work?

"Answer: When the buffet is placed on the rail, the latch is operated by a foot action of the ramp serviceman or whoever is loading the buffet.

"Question: At what point in time is this activated;

by that I mean is it activated when he first puts the cold food buffet on the rail, or is it activated when he finally pushes the cold food buffet all the way in?

"Answer: Procedurally, it is to be done at the end of the loading, after the buffet has been placed entirely on the rail.

"Question: ARe there two rails that he has to activate or just one?

"Answer: There are two levers.

"Question: One on each side; is that correct?

"Answer: Yes. One lever is on the right, to his right, and one is to his left.

"Question: Are they both foot type levers?

"Answer: Yes.

"Question: Is there any other latch or lever, or safety device that when the cold food buffet is in place, would engage the cold food buffet with the rail?

"Answer: No.

"Question: That is the only device that connects it, is that correct?

"Answer: Correct, that retains it.

"Question: Now in looking at the cold buffet that

is in place and in looking at two latches, if one were to look at them, can you tell by looking at them whether or not they have been engaged, whether they have been put in service?

"Answer: Yes.

"Question: Do they have a particular position when they are in service and when they are out of service?

"Answer: Yes.

"Question: Can you tell us what that is?

"Answer: When they are engaged the lever would be in a down position. If they are not engaged the lever is up. It's noticeably up, it's like three inches.

"Question: When you say a lever is this a pedal type thing; can you describe it?

"Answer: Well, would a picture help a little.

"Question: If you have one.

"Answer: This is an engineering drawing that, I think will give you a clearer picture. Now you have to remember, this is strictly the galley rail. This is the unit that would be attached to the aircraft structure itself.

"MR. REISS: For clarity in the record, may I suggest that we first mark this plan for identifi-

cation so that we will know what the witness is referring to.

"MR. LADEN: Fine."

MR. HYMAN: At this point the exhibit was marked as Third Party Plaintiff's Exhibit A for identification.

MR. HYMAN: (continuing to read from transcript)

"MR. REISS: May I ask the witness to please read the legend in the lower right hand of this plan which has been marked defendant and third party plaintiff's exhibit A for identification.

"THE WITNESS: The drawing number is 15F5297. It's rail assembly, standard cold buffet. There are no outstanding change letters against this drawing.

"MR. REISS: Mr. Griffiths, do you have an extra copy of this plan here with you so that I could follow it as you proceed with your testimony?

"THE WITNESS: I do not.

"MR. REISS: I will ask on behalf of the plaintiff that we be furnished with a xerox copy of that exhibit.

"MR. DRIVER: I will take that under advisement.

"Question: Is this a drawing of the rail and assembly that was in the plane in questm, the 727 stretch, in 1972?

"Answer: No.

"Question: Have there been modifications of it?

"Answr: Essentially not. The reason it is not the same drawing is that we now manufacture our own rails whereas before they were purchased from the Boeing company. These are for replacemnt as the aircraft comes through overhaul.

"MR. REISS: What is the date of this particular plan which has been marked for identification?

"THE WITNESS: The engineering approval date is January 20, 1975.

"Question: Are you familiar with the drawings of the rail assembly that was in effect in 1972?

"Answer: Yes.

"Question: Is it essentially different than this one?

"Answer: No.

"Question: Is it the same?

"Answer: Do you mean is it identical.

"Question: Yes.

"Answer: No.

"Question: Are there a lot of differences?

"Answer: No!

"Question: Could you point out what the differences are?

"Answer: The differences basically are in the raw extrusion used for the manufacture of the rail. The raw extrusion is the basic aluminum section that is manufactured to build up this rail. The extrusion was changed to incorporate a different material. The part itself functions in the same manner as that of the aircraft in question. Certain of the other components' parts have been changed, because of the manufacturers who we die from now, different part numbers, same type of parts.

"Question: You talked earlier about the locking device. Is that the same or has that been changed?

"Answer: That's the same.

"Question: I'm not an engineer. Would you show us where the locking device is?

"Answer: With the unit installed in the aircraft, the unit being the rail, this section would be forward, this section would be aft. This would be the part in your earlier statements that you would

come to first as the buffet comes onto the rail.

"Question: There are three drawings, are there not, three separate drawings, three different items?

"Answer: Three views, same part.

"Question: Are you referringto the view which is on the bottom of the drawing?

"MR. REISS: 5-0-1 outboard rail assembly, side view.

"Question: You referred to the left hand side of the drawing as I am looking at it as the aft?

"Answer: It would be aft.

"Question: And the right hand side as the forward section?

"Answer: Forward as installed in the airplane. This is the latch assembly that retains the buffet in position.

"MR. REISS: Let the record show that the witness is pointing to the aft part of this lower diagram; is that correct sir?

"THE WITNESS: Yes.

"Question: Would you point out the locking device; is it shown on the drawing there?

"Answer: There is a device on the buffet that engages this section here, of the latch. This latch in this

view is in the locked position."

MR. COHEN: Do you want to show this?

MR. HYMAN: Why don't you hold it up and I will refer to it as I read it.

MR. COHEN: If you want to explain it, I have no objection, you know, but --

MR. HYMAN: I can't read it and hold it at the same time.

MR. COHEN: I didn't want to interrupt you, but if you want, go ahead.

MR. HYMAN: (continuing reading from deposition) "Question: Would you point out that locking device; is it shown on the drawing there?

"Answer: There is a device on the buffet that engages this section here, of the latch. This latch is in view is in the locked up position."

MR. HYMAN: Your Honor, may I just stop at this moment to allow the jury to look at this drawing?

THE COURT: No. They can look at it later. I think you had better continue reading. I have to break at 4:30, I have a conference. Go ahead.

(continued next page)

MR. HYMAN: Thank you, your Honor, yes sir.

(Mr. Hyman resumes reading from transcript:)

"Question: THe latch that you are pointing to, is that the same type of latch that was on the 727 in 1972?

"Answer: Yes.

"Question: Is the lever also indicated on this particualr drawing or a portion of the lever?

"Answer: Yes. This section here is the lever that is operated by the ramp serviceman. In this position it would be locked, and it would engage the buffet rail.

"MR. REISS: I suggest that that explanation be put on the record.

"THE WITNESS: The whole latch engagement point and lever are mechanically attached as one piece.

"Question: Where is the rail as such, the top of the rail, that the cold storage would fit on top of?

"Answer: It's not on this view.

"Question: The view that we have identified that we are looking at now, that is just a side view of the rail; is that correct?

"

"Answer: It's a side view of the aircraft rail.

"Question: What are these circles; what do they indicate?

"Answer: Those are sections of materials that have been removed from the raw extrusion to lighten the rail.

"Question: Are those particular circles or whatever they represent, were those present on the 1972 model?

"Answer: Yes.

"Question: How long is this rail assembly?

"Answer: It's approximately 30 inches.

"Question: When the cold storage unit is put on, does it fit completely over this unit or there a portion of this unit that it extends beyond or how does it work; I'm referring now to the rail?

"Answer: The rail fits over these four rollers and extends back to this point which is a stop bumper assembly, as refered to on the drawing and it extends to about this point here.

"Question: Is there some portion of the rail that extends out beyond where the cold service unit would be, if the cold service unit were completely in palce?

"Answer: Which rail.

"Question: The rail on the aircraft, this rail?

"Answer: There is nothing that extends beyond the aft face of the cold units.

"Question: Are these drawings all of the same rail assembly or are they different?

"Answer: This is a different rail, the 502 inboard rail. The only distinction being one is a righthand unit and one is a lefthand unit.

"Question: Now in looking at the drawing that you have here, the lower assembly is identified as outboard rail assembly; is that correct?

"Answer: Yes.

"Question: If we were looking forward in the aircraft, would that be the lefthand or the righthand side?

"Answer: To the right.

"Question: The drawing or view that you have in the middle of the picture indicates what?

"Answer: That is a top view of the same rail assembly.

"Question: The drawing that is located on the top--

"Answer: 502, inboard rail assembly.

"Question: 502 and 501, is there any difference

between them other than one is on the left and one is on the right?

"Answer: They're mere images of each other."

MR. COHEN: Pardon me.

MR. DRIVER: That's a mistake, mere, m-e-r-e- should be mirror, m-i-r-r-o-r.

MR. HYMAN: Would you help with the changes, please, thank you. This was typed incorrectly, the witness intended to say that they are mirror images of one another.

(Mr. Hyman continues reading from deposition:)

"Question: Other than the locking device that you pointed out to us which is located on the left hand side of the 501 outboard rail assembly, is there any other locking device that locks to the cold storage?

"Answer: On that rail.

"Question: Yes.

"Answer: No.

"Question: There would be I assume a similar locking device on the rail on the either right or left hand side?

"Answer: Yes. It would be on the lefthand side of the inboard rail.

"Question: Are you familiar with the cold storage unit that goes on top of the rail, and when I say on top of the rail, I am using the correct terminology?

"Answer: It physically is above this unit.

"Question: The rail itself, was it made of a metal or something of that type?

"Answer: On the cold buffet or this rail.

"Question: Maybe I'm confused. What have you shown us here is a rail assembly, is that correct?

"Answer: Yes.

"Question: That includes the rail itself?

"Answer: The rail assembly is in this view. Now there is also a buffet rail which is on the bottom of the cold buffet unit, which then engages this rail at these four roller locations.

"Question: Does the buffet rail fit inside the aircraft rail or does it run alongside of it?

"Answer: It engages over the four rollers on the aircraft rail.

"Question: If you were to describe the rail that is part of the aircraft as you have shown us here, you mentioned there are rollers on top of it; is that correct?

"Answer: The rollers are located on the rail itself

at those four locations.

"Question: If I am using the correct terminology, they would be situated on top of the rails,; is that correct, tell us where they are mounted?

"Answer: On the side of the rail, actually.

"Question: ARe they on both sides of the rail?

"Answer: They are only on one side of the rail.

"Question: Will you tell us on which side of the rail they would be on?

"Answer: Rdlative to the airplane?

"Question: Yes.

"Answer: When they are installed in the airplane the outboard rail would have rollers on the righthand side looking forward. In the inboard rail would have rollers on the lefthand side.

"Question: When the cold food unit is in its place, does it rest on top of these rollers?

"Answer: The rollers engage another rail that is located on the bottom of that unit and that rail sits on or encapsulates the rollers.

"Question: If I understand you correctly, the roller that is on the cold food unit --

"Answer: There is no roller on the unit.

"Question: The rail on the cold food unit that fits

over the top of the rail or rail assembly that is in the plane, is that correct?

"Answer: It fits over the rollers that are on the rail assembly.

"Question: Looking down at the top of this rail assembly how wide is it approximately?

"Answer: Approximately three inches.

"Question: How wide is the rail that is on the cold food unit?

"Answer: Approximately an inch and a half.

"Question: Just so that I understand, once the cold food unit is in place, the rail that is on the cold food unit, what does that come in contact with or sit on?

"Answer: It comes in contact with the four rollers that are on the rail.

"Question: Does it actually roll over the top of the four rollers?

"Answer: This rail that's on the cold buffet is in the shape of a C, squared off C section. The roller engages the middle of the capital letter C, so the buffet rail sits on the rollers, but if you were to experience a negative capital letter G load, the bottom side of the rail would then retain the C channel,

keeping the buffet in place so that any vertical load either up or down will not cause the buffet to come loose.

"Question: What does the capital letter C channel come in contact with?

"Answer: It is bolted to the bottom of the buffet unit and comes in contact only with the rollers.

"Question: Only with the rollers?

"Answer: Pardon me. With the rollers and then with the latch when the latch is engaged.

"Question: Now on the cold food unit is there a device or a latch that engages the latch that you have described on your rail assembly?

"Answer: There is a section of the rail that engages with this latch on the bottom of the cold food buffet.

"Question: How big is that; how far would yousay it extends?

"Answer: Approximately half an inch from the bottom of the rail.

"Question: Would you indicate if you could for me at one point, at what point it engages the latch?

"Answer: This is the bottom side of the rail that's on the cold food buffet. There is a wedge-shaped piece there and there, so that when this latch is engaged

it comes up against this surface or this surface.

"Question: In other words, two places where it can engage?

"Answer: That's correct.

"Question: Is there any reason for it?

"Answer: In the event that the buffet was not entirely driven home or placed at its full engagement position, you have a secondary engagement point, similar to a door latch on an automobile.

"Question: If the cold food unit is completely installed, it is pushed completely over the rail that's in the aircraft, is it necessary to engage the lever that is indicated on the drawing in order to have a locking arrangement?

"Answer: It's necessary to activate the lever.

"Question: So that if the lever were not activated then the unit could move both in and out?

"Answer: It could roll out, yes.

"Question: Is there any other method or device which would activate this latch on the rail assembly to engage the rail assembly of the cold food unit, other than activating the latch that you described?

"Answer: No.

"Question: Once you put in the cold food unit and

you activate the latch to activate -- we will call it a locking device, is that what you call it?

"Answer: You operate the lever to move the latch into the latched position.

"Question: You activate the lever to put the latch into the right position?

"Answer: Yes.

"Question: Once you put the cold service unit, the cold food unit in, do both levers have to be activated; could one lever be activate d and not the other?

"Answer: Yes.

"Question: They do not activate together?

"Answer: No.

"Question: Is it possible that one coudl be secured on one side and not the other side?

"Asnwer: Yes.

"Question: If there is some problem with the rail assembly is a report sent to your office?

"Answer: If there is a problem --

"MR. DRIVER: May I interject? Are we talking generally?

"MR. LADEN: Yes.

"Answer: There would be a log book record made, a non-routine job card would be generated which tells

Maintenance that they have some work of some sort to do. They would go out and do whatever was required to restore the function.

"Question: Who keeps the log book?

"Answer: The log book is kept with the aircraft. All the entries are made by the flight deck personnel, either the flight engineer, co-pilot or pilots. The segments are removed daily and stored as a permanent record, as well as a record in the log book during the time that the sheets are accumulated. I'm not sure how long they are kept with the airplane, but a permanent record is made and kept."

MR. HYMAN: I offer the log of the aircraft involved, 7623, for the period of April 15th to April 30th, 1972.

MR. COHEN: No objection.

MR. DRIVER: No objection.

THE COURT: Mark it.

THE COURT CLERK: Plaintiff's Exhibit 6 for identification, in evidence.

This is pre-marked.

THE COURT: Mark it seven, as of now.

THE COURT CLERK: Document is now marked Plaintiff's Exhibit 7 in evidence.

MR. HYMAN: Thank you. Ladies and gentlemen, what is contained here has been marked in two separate places for the Court and for the examination and when you here references to Exhibits D and #E, the references are being made to these papers.

(Resumes reading from deposition:)

"Question: Would you identify that which we have marked as defendant and third party plaintiff exhibit B?

"Answer: This is a reproduced copy of a microfilm page which includes the airplane flight log for flight number 476 of April 23, 1972, aircraft number 7623.

"Question: Now that is a page of the log you were just talking about, where something would be recorded if something was wrong; is that correct?

"Answer: That's correct.

"Question: Now, who would record that?

"Answer: This is the back side of this document. It's just one actual page.

"Question: What you have there is a photostat of the complete page, both front and back?'

"Answer: Yes.

"Question: Who would prepare any notations that would be on that log?

"Answer: The flight deck personnel.

"Question: Who comprises the flight deck personnel?

"Answer: The captain, first officer and flight engineer.

"Question: That would not include stewardesses?

"Answer: They make no entries on the flight log.

"Question: Do the stewardesses of your own knowledge, make any entries in any log or any record of their own as stewardesses?

"Answer: I don't think I really am capable of answering that question.

"Question: For the record, would you read what the notations are and what you understand it to be; this is the day of the accident?

"Answer: First I would like to preface this by saying that I provided these copies and I made sure that you could read the information regarding the writeups. Now, there are portions that I cannot discern myself which refer to engines. It's the amount of time on the engines, quantity of oil added, quantity of fuel. This is the sort of information. If it's necessary, I can provide it.

"Question: I don't think we're particularly interested in that at this point. Other than the information

regarding engines and the hours on the aircraft, would you read it?

"Answer: There's a section for the captain's name and domicile.

"Question: Would you give that to us?

"Answer: I don't know his name. It looks like T-o-h."

THE COURT: Excuse me, gentlemen, we're going to have to stop now. I have to take a question from a jury. We will continue tomorrow at 11:00 o'clock with this case.

Good night, ladies and gentlemen, I'll see you tomorrow at 11:00. I may be a little late, in which case I will send in a note to you, inasmuch as I have three cases before you come in.

(Jury is excused.)

THE COURT: Counsels in the Dobbs case will remain I have a draft of the charge which I will xerox and you can take it home with you tonight.

(Court adjourns in this matter at 4:20 p.m.)

* * * * *

INDEX

Witness	Direct	Cross	ReDirect	Recross
	(cont.)			
Kathleen O'Gee Collins	207	210	256	264
Thomas Carl Kmetovic	288	299		

Depositions Read:

Sharon L. Schweizer 305-340

John S. Griffiths 341-374

EXHIBITS

Plaintiff's Exhibit #	Description	For I.D.	In Ev.
4	Plane diagram	204	206
5A B C	Photos		206
6	Flight attendant manual		313
7	Aircraft log		371
Defendant Exhibit #			
B	Commendation Letter		212
C	Commendation Letter		212
U-B	Document	250	
D	Form		252
U-E	Photos		254
U-F	Photos		254

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

. x

O'GEE, :

Plaintiff, :

- against - : 74 C 566

DOBBS, et al. :

Defendants.:

. x

VOLUME 3

United States Courthouse
Brooklyn, New York

March 9, 1977
10:00 o'clock A.M.

B e f o r e :

HONORABLE JACK B. WEINSTEIN, U.S.D.J.

PERRY AUERBACH
ACTING OFFICIAL COURT REPORTER

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Appearances:

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PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

THE CLERK: Case on trial, O'Gee against Dobbs.

(Whereupon the jury entered the courtroom at 11:50 A.M.)

THE COURT: Good morniing, everybody. Where are the defendants, counsel?

MR. HYMAN: I'll get them.

THE COURT: Let's have the witness.

MR. HYMAN: I'm reading from the depositions, your Honor.

MR. COHEN: I'm sorry, your Honor. I was out in the hall.

THE COURT: I know. All right, continue.

MR. HYMAN: Ladies and gentlemen, I'm continuing my reading from the deposition from John F. Griffith.

"Question: Other than the information regarding engines and the hours on the aircraft, would you read it? -- "

MR. COHEN: What page is that?

MR. HYMAN: I'm sorry; page 31, and by "it" we were referring to just a log which has been marked as an exhibit in evidence.

"Answer: There's a section for the Captain's name and domicile.

"Question: Would you give that to us?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

"Answer: I don't know his name. It looks like Poh. There is a section for the second officer.

"Question: His name?

"Answer: It appears to be M. J. Rivaldi. Domicile, which is LaGuardia, for both men.

"Question: What doe it mean the domicile of the individual?

"Answer: That is where they are based. The date, which is April 23, 1972. The aircraft number, which is 7623. There is a maintenance section which signs off all maintenance work from the previous night or previous flight.

"Question: Is that signed?

"Answer: It is signed. It appears to be Schultz. There is a section for the flight number and date, which is 4/76 of the 23rd. Take-off gross weight, gallons of fuel boarded, block departure, and this is a fuel quantity of block departure, fuel quantity at block arrival, maximum cruise altitude, flight time, off and on, off the blocks, onto the blocks, and the total flight time in hours and minutes. There is also a section for TSO -- "

THE COURT: Excuse me, why is all of this necessary?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

MR. HYMAN: If your Honor please, because it's explanatory of these documents.

THE COURT: I'm not going to have all of this. Let's move ahead. You are not giving these people a course in aircraft maintenance or anything else. We are giving them a case dealing with a young lady who deals her back was injured at a particular time.

Now, I have other matters to deal with, and unless you proceed promptly with this case, I am going to stop it.

MR. HYMAN: If Your Honor please, I will relate these documents.

THE COURT: I do not want any more of that kind of testimony read. Now, move ahead with something directly related to the case or your case will be terminated.

MR. HYMAN: "Question: What does starting time and ending time mean?

"Answer: -- "

THE COURT: Excuse me, that will be all the reading from that deposition. Move to the next deposition.

MR. HYMAN: Your Honor, may I approach the

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

bench?

THE COURT: I don't want any more of it.

MR. HYMAN: I'm getting into the meat.

THE COURT: I don't want any more of it. Move ahead. These people are all literate. They have the documents before them, and I am not going to stand here for day after day and have them sit here while you read to them. Now move ahead.

MR. HYMAN: May I just for a moment or two more, your Honor, please. I think I'm getting to the heart.

THE COURT: I will give you two minutes.

MR. HYMAN: Okay.

"Question: What does start and ending time mean?

"Answer: Start of the trip and termination. Then, there is a section on the discrepancies.

"Question: What does discrepancies refer to?

"Answer: Discrepancies would cover any mechanical discrepancy, any mechanical problem encountered in flight, that the cockpit crew deemed necessary to have action taken on.

"Question: Is there anything under the discrepancy?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

"Answer: Yes.

"Question: Will you tell us what it is?

"Answer: The cabin music was inop.

"Question: Is there anything else under discrepancy?

"Answer: No.

"Question: Are there any other notations on the --

"Answer: Corrective Action.

"Question: Anything under Correction Action?

"Answer: They adjusted the tape for the music, and again it was signed off by the maintenance mechanic."

Page 34, gentlemen.

"Would you look at Exhibit C, that Exhibit C that was marked again forms, part of these documents, that are in evidence, and give us the flight number on that plane, please?

"Answer: Flight number is 475 of April 23, 1972.

"Question: Would you look at Exhibit D, and give us the flight number?

"Answer: Flight number is 465 of April 23rd.

"Question: Would you look at Exhibit C, and tell us if there is anything under the discrepancy

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

portion?

"Answer: There are no discrepancies.

"Question: Would you look at Exhibit D and tell us -- "

THE COURT: Excuse me, that will be all from that deposition.

MR. HYMAN: Pardon me, Sir?

THE COURT: That will be all from that deposition.

MR. HYMAN: Yes, Sir.

THE COURT: The jurors can read these documents.

MR. HYMAN: Very well. Then I will no longer read from the deposition.

THE COURT: All right, thank you.

All right, any further witnesses from the defendants?

MR. COHEN: I'm sorry, your Honor. Does the plaintiff now rest?

THE COURT: The plaintiff has rested.

MR. HYMAN: Yes.

MR. COHEN: May I then, for the sake of the record, renew motions.

THE COURT: They are deemed renewed, and the

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

same decision.

MR. COHEN: If your Honor please, I would like to read from admissions made to the answer we submitted, and we served both the plaintiff and the third party defendant. Could your Honor --

THE COURT: These are facts which you must accept as true for the purpose of this litigation.

MR. COHEN: It reads as follows:

"Please take notice that pursuant to Rule 36 of the Federal Rules of Civil Procedure, both the plaintiff, Ms. O'Gee, and the third party defendant, United Airlines are hereby requested to admit within 30 days hereof, the truth of the following matter:

"One. The third party defendant, Flight 476 on April 23, 1972 was a Stretch B 727.

"That was admitted by both parties.

"Two. That the said Stretch B 727 had a galley containing a roll-on/roll-off food buffet.

"That was admitted by both the plaintiff and United.

"Three. That the aforesaid property of the third party defendant, United.

"That was admitted by United.

"Four. That the aforesaid cold food buffet

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

rolled into place aboard the aforesaid airplane on tracks located within the airplane itself, which was the property of the third party defendant, United;

"and that was admitted by United.

"Five. That the said tracks had locking devices, which were the property of the third party defendant, United.

"That was admitted by both the plaintiff and United.

"Six. That on either side of the aforesaid tracks of the cold food buffet, there was a lever of the type shown in Exhibit 9 for Identification marked on April 23, 1976.

"That was admitted by United.

"Seven. That in order for the cold food buffet to be pushed into position on the aforesaid tracks, it was necessary that the aforesaid levers be placed in a down position.

"That was admitted by United.

"Eight. That if the aforesaid levers are in an up position, the cold food buffet cannot be pushed into position on the tracks.

"Admitted by United.

"Nine. That as of April 23, 1972, when the

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

aforesaid levers are placed in the down position and the cold food buffet is then pushed into place on the aforesaid tracks, in the aforesaid airplane, the said buffet is then automatically locked into place by some locking device on said airplane.

"Admitted by United.

"Ten. That as of April 23, 1972, to remove such a cold food buffet from its stowed position, it was necessary to place the aforesaid levers in an up position.

"Admitted by United.

"Eleven. That as of April 23, 1972, the aforesaid buffet could not come out of its stowed position unless the aforesaid levers were lifted to the up position.

"Admitted by United.

"Twelve. That prior to April 23, 1972, third party defendant, that's United, never issued any written advice or instruction to the defendant Dobbs, that the aforesaid levers were to be manually depressed after the cold buffet was placed into position.

"That was admitted by United."

Now, what I next want to do is read from -- it's not too many pages, your Honor, please, it's

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

from deposition testimony of James M. Bridges, which we have all agreed upon should be read. This was taken on May 5th, 1976, and each of the parties was represented by an attorney.

THE COURT: Are you going to read that whole deposition?

MR. COHEN: No, your Honor. I have maybe 12 to 15 pages. It won't take too long, and it all ties into what we are talking about, Judge.

THE COURT: I don't understand why you don't xerox these things and give them to these jurors.

MR. HYMAN: Judge --

MR. COHEN: I thought that your Honor had indicated yesterday we could read them this way.

THE COURT: Well, you know my view, too. Go ahead.

MR. COHEN: These are questions by a Mr. Sullivan, who was an attorney associated with Mr. Hyman's office.

MR. DRIVER: Would you please indicate the place.

MR. COHEN: Yes. Page three.

"Question: Would you state your full name for the record.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

"Answer: James M. Bridges.

"Question: Where do you reside?

"Answer: Houston, Texas, 727 Roman.

"Question: By whom are you employed, sir?

"Answer: Dobbs House.

"Question: On April 23, 1972, by whom were you employed?

"Answer: Dobbs House.

"Question: What is your capacity with them today?

"Answer: General Manager, Houston Unit 212.

"Question: What was your capacity on April 23, 1972?

"Answer: General manager Unit 101 Atlanta.

"Question: On April 23, as the general manager of Unit 101 in Atlanta, what were your duties?

"Answer: It's the responsibility of the kitchen, total responsibility of the kitchen.

"Question: Was the kitchen located at the airport?

"Answer: Yes, it is.

"Question: Do you have any duties outside of the kitchen?

"Answer: I don't understand what you mean,

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

"outside of the kitchen?"

"Question: Did you have anything to do with the loading of food and things that carried the food onto the airplanes?

"Answer: Yes.

"Question: What were your duties as far as the loading of the food and the different compartments onto the airplanes?

"Answer: I had the responsibility of the drivers and the vehicles.

"Question: Unless I indicate otherwise, sir, all of the questions will be as of April 23, 1972 in Atlanta as opposed to today.

On a 727 in Atlanta, how many men would load whatever food was put onto that plane?

"Answer: Two."

Over to page 14, line 7.

"Question: So that of your own personal knowledge, someone could have loaded foods, is that correct, without your knowing about it other than Dobbs?

"Answer: Yes."

Over to page 19.

"Question: All right.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

"Now, do you, sir, happen to remember any of the names of the men who worked as drivers and helpers with Unit 101 as of April 1972 for Dobbs?

"Answer: No.

"Question: Were there uniforms worn by these men in April of 1972?

"Answer: Yes.

"Question: Could you describe the uniform?

"Answer: Dark green trousers, light green shirt."

Over to page 24.

"Question: Do you know approximately how much the entire buffet unit weighs when loaded with food?

"Answer: Five to eight hundred pounds, I guesss; that's rough.

"Question: Okay. That's all I want.

"Now, is the truck driven right up to the airplane so that some sort of an easy transfer can be made to the airplane?

"Answer: Yes.

"Question: How many men from the Dobbs are we talking in general when this is done to put, take or shove the cold food buffet in the truck to the

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

position to the airplane where it is locked in?

"Answer: There are two men on each truck.

"Question: Two men on each truck?

"Answer: Yes.

"Question: Now, is this cold buffet with wheels on the bottom?

"Answer: It sets on a dolly.

"Question: I see. Is the dolly brought from the truck onto the plane?

"Answer: Yes.

"Question: Is it moved by dolly to its position on the plane?

"Answer: Yes.

"Question: Now, does it ever come off the dolly or is it locked in a position still on the dolly?

"Answer: When it's locked in a position it's off the dolly.

"Question: It's off the dolly then. I see. After it is locked into position, do the two men take the dolly away?

"Answer: Yes.

"Question: So when the plane takes off, the dolly is gone?

"Answer: Yes.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

"Question: Now, how many wheels on the dolly; four?

"Answer: Four.

"Question: Approximately how high is this dolly?

"Answer: Four to six inches, I would assume.

"Question: When the buffet is brought to the position where it is going to be installed on the plane, is there any device to lock it into position on the plane?

"Answer: Would you ask me that question again?

"Question: The cold buffet itself, are there any devices on the buffet that locks it into position so that once it's in the position it should not move?

"Answer: It's an automatic locking system. When you push it in, it locks.

"Question: When you push the cold buffet in it locks?

"Answer: Yes.

"Question: Are there any pedals that have to be stepped on to lock it into position?

"Answer: No.

"Question: Is it in the process of pushing the

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

cold food buffet into position that something automatically locks?

"Answer: Yes.

"Question: Where are these automatic locks?

"Answer: Within the tracking system on the aircraft."

Over to page 29.

"Question: Describe the process of putting the cold buffet into position in the plane.

"Answer: Position the truck to the aircraft; you lay your track system from the truck to the aircraft.

"Question: Is that the tracking system shown in Plaintiff's Exhibit 13?

"Answer: Yes, it is.

Then, you put the skate dolly into position. You then roll an empty dolly, one without a buffet on to the tracking system, and onto the airplane to the dolly. You push the dolly and skate dolly underneath the buffet, give the buffet a little pull, it rolls right out and onto the dolly, push it right onto the truck, the machine on the truck receives it, then sends you the fresh ones coming on. It goes onto the tracks on the skate dolly. You push it onto the

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

tracks into the hole. You give a little tug on the doors, pull the dolly out from under it, then change the hot buffet.

"Question: How does one release this cold food buffet from the lock system once it is installed on the plane?

"Answer: There are little levers at the bottom of the buffet on the track, and you lift them up."

Over to page 33.

"Question: Now, once the levers are down and you start to push the cold buffet into position, do these levers stay down or once it is in position do they come up?

"Answer: They stay down."

Over to page 41.

MR. DRIVER: What page, Mr. Cohen?

MR. COHEN: 41.

"Question: So, on April 23, 1972, was there such a thing as a ramp service manual that was used by Dobbs?

"Answer: I don't understand your question?

"Question: Was there any type of manual that showed the way these cold food buffets should be

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

transported from the kitchen to the plane, and loaded onto the plane in April of 1972?

"Answer: I don't recall April of 1972.

"Question: Prior to April of 1972?

"Answer: United does have a manual, yes.

"Question: Does Dobbs have any manuals of its own?

"Answer: Not that stipulate the loading of United Buffets."

Over to page 42.

Excuse me, these are the pages you wanted read, and I don't know whether --

MR. HYMAN: 41 line seven through 19.

MR. COHEN: Yes. I just finished reading that.

MR. DRIVER: The plane excluding the colloquy up to page 47 line 8, excluding the colloquy.

MR. COHEN: "Question: Can you tell me what training, if any, Dobbs drivers and helpers had in loading these cold food buffets onto planes?

"Answer: Yes. We had a trainer that a new employee would go with. He would ride on the truck for a period of weeks, prior to being a helper or a driver.

"Question: Besides this field training, was

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

there any classroom training for these men in April of 1972?

"Answer: Classroom training in the form of safety, ramp safety, yes.

"Question: Did any of that classroom training include the loading of cold food buffets onto the pnae?

"Answer: I can't recall.

"Question: Besides any classroom training and any field training, was any written instruction of any kind given to the men as to the loading of cold food buffets on the United planes?

"Answer: I don't know.

"Question: Are they called anything else besides United Manual?

"Answer: Not to my knowledge.

"Question: Would ramp service manual mean anything to you?

"Answer: That would be a section, I would imagine, of it.

"Question: Were the drivers and helpers for Dobbs in Unit 101 told of the existence of these unit manuals at anytime?

"Answer: The employees are aware or were

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

aware of the fact that United had a manual; yes.

"Question: Do you know how they became aware?

"Answer: There is a manual within the unit.

"Question: But in the unit?

"Answer: yes.

"Question: What is the manual called? Is that the United Manual we are talking about?

"Answer: Right.

"Question: Is this one manual that's kept in the unit? How thick is it? Do you know how many pages?

"How many pages did the manual have in April of 1972?

"Answer: I have no idea.

"Question: Do you know if it is over 100 pages?

"Answer: I'm sure thatit is.

"Question: Do you know if it is one manual that is kept somewhere in the unit or are there more manuals within the unit?

"Answer: I don't follow your question.

"Question: Does the unit have more than one manual?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

"Answer: No.

"Question: Do you know in April 1972, where that manual was kept?

"Answer: The manager's office.

"Question: Where is the manager's office in relation to the kitchen?

"Answer: It's located in the kitchen.

"Question: In the kitchen?

"Answer: Yes.

"Question: Do you have a copy of the manual, sir?

"Answer: Do I have a copy of the manual?

"Question: Yes.

"Answer: No."

Then, over to page 65.

"Question: In this type of operation, again speaking of a Stretch 727, during April of 1972, there is a locking device that would lock the buffet in place once it is in position; is that correct?

"Answer: Yes.

"Question: How many are there?

"Answer: Two, I believe.

"Question: How are these locks engaged?

"Answer: They engage automatically when

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

you push the buffet in.

"Question: Now, we will have to get back to the operation of the buffet, but let's go in reverse.

"First, you said that to unload a buffet, you had to bring these levers and put them in the upper position?

"Answer: Yes.

"Question: Is that correct?

"Answer: Yes.

"Question: How is that done?

"Answer: Reach down and lift the lever into an up position.

"Question: Could that also be done with foot action?

"Answer: I suppose it could.

"Question: Mr. Bridges, now, you testified that it automatically locks. Now, I personally have never seen this operation performed. Have you?

"Answer: Yes.

"Question: You have. Now, when the dolly is loaded on the rails, now you have the dolly underneath; correct? What type of dolly is that called, now, just ready before it gets into position. Is there a loading dolly? And you mentioned, I think,

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

two types of dollies there.

"Answer: There are two types of dollies, yes.

"Question: Would you please state that?

"Answer: You have the dolly with four wheels on it.

"Question: Which is what type of dolly? What's the primary use of that dolly?

"Answer: That's a buffet dolly. It stays underneath the buffet as long as the buffet is not on the aircraft.

"Question: And what's the other dolly?

"Answer: It's a transfer plate or skate dolly.

"Question: That's what I was looking for. One is a skate dolly used?

"Answer: In an aircraft.

"Question: Is that the dolly that we had marked before on Exhibit 9?

"Answer: The skate dolly is the one underneath the dolly we marked."

Do you have the picture that was marked as Exhibit 9? Judge, may I put into evidence what had been marked at that deposition as Exhibit 9.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

THE COURT: Yes.

THE CLERK: Defendant's Exhibit F in Evidence.

MR. COHEN: I think if I just hold it up like this.

JUROR NUMBER ONE: What dolly is that?

MR. COHEN: That's the upper dolly and the bottom one that has "F". That's the skate dolly underneath.

(Whereupon the picture was shown to the jury.)

MR. COHEN: "Mr. Cohen: In other words, Exhibit 9 shows two dollies?

"The Witness: Yes.

"Mr. Cohen: Let the record indicate that on Exhibit 9, underneath where he had previously marked 'dolly,' the witness has now marked 'S dolly' to indicate skate dolly.

"Question: All right.

"Now, assuming that we have the buffet in place, but the whole operation hasn't been completed, let's say it is rolled into place or is back as far as it can go. At what point in time then do the locks lock? Do you know?

"Answer: I don't really know.

"Question: You have seen the whole operation?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

"Answer: Yes.

"Question: Now, you say that the levers would be in an up position when it's unlocked; is that correct?

"Answer: Yes.

"Question: When the levers are in an up position, is the lock engaged or disengaged?

"Answer: Disengaged. It's unlocked.

"Question: Now, at sometime during the operation of loading them, these levers would then go down; is that correct?"

Doesn't answer.

"Question: In other words, at some time during the operation of loading the buffet and between the point of bringing it aboard the aircraft, and when the men leave the aircraft there comes a point in time where that unit is locked?

"Answer: Yes.

"Question: There also comes a point in time when these levers would be in a down position?

"Answer: Yes.

"Question: Now, that's what I'm asking about. What point in time do these levers go into a down position?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

"Answer: When the buffet is locked into position.

"Question: What point of time is that?

"Answer: Pricr to putting the buffet in.

"Question: Prior to putting the buffet in?

"Answer: Yes.

"Question: All right.

"Now, you'll have to explain to me again as I have not seen the operation.

"When you say prior to putting the buffet in, do you mean that the rails are fully exposed?

"Answer: Yes.

"Question: All right. Now, you stated that the levers on the rails are down before the buffet is in?

"Answer: Yes.

"Question: That's what I'm saying. The rails are still there then. "

Next question:

"Question: Immediately prior to loading, let's say, anywhere on the truck -- "

MR. HYMAN: There's no answer. I'm sorry, there is an answer, Mr. Cohen.

MR. COHEN: Is there?

PENGRD CO., BAYONNE, N.J. 07002 · FORM 740

MR. HYMAN: Excuse me.

MR. COHEN: Somewhere in all that there's a lot of answer.

We'll go on to the next question.

"Mr. Bridges, you have seen this operation. Is it your testimony that a cold buffet could not be loaded upon the rails of the Stretch 727 without those levers being in a down position?

"Answer: Yes.

"Question: It would be impossible to load that buffet?

"Answer: Yes.

"Question: Do you know who would put these levers in a down position before loading the buffet?

"Answer: The driver would put it in a down position."

Continuing on:

"Question: Just to follow along on Mr. Driver's question a few moments ago, if those levers, one of which is shown on Exhibit 9 is in the up position, does that mean that the buffet cannot be pushed into its compartment space?

"Answer: Yes.

"Question: All right. And in order to push

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

the buffet into its compartment space, the lever has to be in a down position?

"Answer: Yes.

"Question: And once the buffet has been pushed into its compartment space, would that indicate that the lever has been in the down position?

"Answer: Yes. I would think so.

"Question: All right. And then, in order to remove a buffet from its position, that lever is supposed to be lifted up?

"Answer: In the up position, yes.

"Question: If the lever and its locking devices are working properly, can the buffet be pulled out from its position without raising those levers?

"Answer: I don't think so.

"Question: The lever, and the levers that we have been talking about, as appears on Exhibit 9, I believe you said is a part of the track system, or connected to the tracks?

"Answer: Yes, sir. I think so.

"Question: They are not physically on the buffet unit itself, are they?

"Answer: No.

"Question: Who, if you know, owns the buffet

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

units?

"Answer: The buffet?

"Question: Yes.

"Answer: It's owned by United.

"Question: And who owns the tracks and the levers and the locks and the tracks?

"Answer: United."

Over to page 75.

"Question: Can one, once the buffet is put on the track halfway -- forget the clicks -- just once it's put on halfway, can the dolly then be removed?

"Answer: No.

"Question: Is it that the dolly cannot be removed until the buffet is totally in place?

"Answer: Right. That's when you remove the dolly and push the buffet in all the way.

"Question: Could you explain that? Could you explain why you couldn't take the dolly out until the buffet unit is completely into place?

"Answer: The buffet is sitting on it.

"Question: What position do the tracks take?

"Answer: The tracks are on an incline so that when you push the buffet in, as it goes back, it

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

lifts the buffet off of the dolly and then allows you to pull the dolly out from under the buffet.

"Question: Okay. Now, you stated before that the dolly is removed. Is that both dollies?

"Answer: Yes. "

Then I think on page 82 there was a question you wanted me to read.

"Question: On this particular page, we have marked Exhibit 1A for identification. Are there references to both the cold buffet unit and the hot buffet?

"Answer: Yes. It refers to it."

That's the end of the reading, if your Honor please. May we just have what was marked as Exhibit 1A, which I think has just been given at plaintiff's marking?

MR. HYMAN: Mr. Cohen, let me look for it later. It's not been marked yet.

MR. DRIVER: I don't think it has been marked.

MR. HYMAN: We'll do it at another time, your Honor.

MR. COHEN: If your Honor please, yesterday you directed the income tax returns to be produced.

THE COURT: Yes; bring in the tax returns.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

MR. HYMAN: If your Honor please, I have income tax returns here from the years 1971 and 1972. If necessity arises, I'll put Ms. Collins on the stand to explain where the other income tax returns are. I explained already to Mr. Cohen, but I don't want to make a speech in the presence of the jury.

MR. COHEN: May we see the tax returns that have been produced, your Honor.

MR. HYMAN: You have seen them.

MR. COHEN: I know it, but I want to read something into the record from it.

MR. HYMAN: May I know what he wants to read? There may be an objection.

THE COURT: Well, you can mark the whole thing if you want to.

MR. COHEN: I just want to read the earnings from 1971 and 1972, what they produced.

THE COURT: All right.

MR. COHEN: Mr. Hyman, do you want to read it?

(No response.)

MR. COHEN: In 1971, according to that tax return, Ms. O'Gee's wages totaled $6,982.55.

MR. HYMAN: Well read.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

MR. COHEN: Thank you.

And in 1972, her wages totaled $6,411.49.

MR. HYMAN: Yes.

MR. COHEN: May we approach the bench for a moment, your Honor?

THE COURT: For what?

MR. COHEN: Just briefly on something we should discuss along with your Honor.

(Whereupon the following took place at side bar outside the presence of the jury.)

MR. COHEN: On the conflict of laws issue, there is some testimony I would like to elicit, but I think we should do it outside of the presence of the jury. It doesn't have to be done now, but at a later point in the case.

THE COURT: What is it?

MR. COHEN: It relates to the fact that she didn't buy this house in Connecticut, according to some papers until sometime in 1972 after this accident, and prior to buying that house she was living in an apartment in Queens, according to something in this envelope that he produced.

THE COURT: All right.

MR. COHEN: But I don't need the jury to know.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

I can ask him if he retained the tax envelopes.

THE COURT: Certainly.

MR. HYMAN: May I read -- in other words, your Honor, I just want to call to your Honor's attention, the address of the '71 tax return for the purpose of the conflict of law question.

THE COURT: Well, all right. We will do that outside of the presence of the jury.

(Whereupon the sidebar was concluded and the following took place before the jury.)

THE COURT: Any further witness?

M . COHEN: Yes, I do, your Honor. I want to call Mr. Ralph Maloch, please.

R A L P H T H O M A S M A L O C H , having first been duly sworn by a Clerk of this Court, was examined and testified as follows:

THE CLERK: State your full name and spell your last name, please.

THE WITNESS: Ralph Thomas Maloch, M-a-l-o-c-h.

DIRECT EXAMINATION

BY MR. COHEN:

Q Mr. Maloch, where do you live?

A I live in Atlanta, Georgia.

Q Who do you work for?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

A Dobbs House, Inc.

Q And can you tell us you job with Dobbs House?

A Safety and training.

Q Have you been with me here in New York since this trial began?

A Yes, sir, I have.

Q We have discussed this case; have we not?

A Yes.

Q As a matter of fact, I met you down in Atlanta last July and discussed this case with you down there, too; did I?

A Yes.

Q You took me on a tour of the United 727 Stretch and showed me its loading?

A Yes, I did.

Q I'd like to show you these photographs in evidence which are Defendant's Exhibit UF and Exhibit UE, and these other five photographs which are Plaintiff's Exhibits 5A through D, and do you recognize those photographs in evidence, the kind of cold food buffet that's used on the United Stretch 727 (handing to witness)?

A Yes.

Q Are you familiar with those cold food buffets?

A Yes, I am.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q Does part of your work with Dobbs House involve in anyway those cold food buffets and the loading of them?

A Yes, sir, it has.

Q Can you tell us how it does?

A We start with by taking the union employee or new employee, we take the new employee and put him in a training class. It will last for four hours. It starts anything from -- we go for four hours in safety, and how to handle the various modules, buffets, standing here, and then after we've completed that four hours, we take the individual and put him on a truck as a third man, and one of the instructors plus a trainer goes out on the truck, and we work with the individual to show him how to load these modules. Step-by-step procedure is what we do.

Q And is that training part of your job?

A Yes, sir, it is my job.

Q Now, what is the business generally --

MR. HYMAN: Excuse me, your Honor. I don't want to interrupt, Judge, but I ask we find out if that was a job in April of 1972.

Q How long have you been doing this training for Dobbs House involving any kind of cold food buffets that you see in those photographs?

A I started in August of 1973.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q Now, can you tell us generally what is the nature of the business of Dobbs House?

MR. HYMAN: If your Honor please, I would move to strike the testimony of this witness up to this point unless it can be properly connected.

MR. COHEN: These are photographs, some of which are plaintiff's placed into evidence.

THE COURT: No. We are talking about the training program. Is that a training program before you got there in 1972?

THE WITNESS: Yes, sir.

THE COURT: All right, I'll permit it.

Q Now, can you tell us generally what the business of Dobbs House is?

A We are in the food catering business in our division, ASO Division, which is the Airline Service Organization, and we load food aboard various aircrafts for various airlines.

Q Do you do this at every airport of just in some?

A We do it just in some. We have 63 catering kitchens in the United States. We have 63 catering kitchens in the United States, and 25 in foreign countries.

THE COURT: We have to break now, because I

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

have another case from Texas. So, would you be back, please, at 2:30, ladies and gentlemen, and witness, too.

Thank you very much. You can leave now.

(Whereupon a lunch recess was taken.)

1/4 AFTERNOON SESSION

(Time noted: 2:35 P.M.)

THE COURT: Bring in the jury, please.

(Whereupon the jury entered the courtroom.)

THE COURT: Proceed, please.

CONTINUED DIRECT EXAMINATION

BY MR. COHEN:

Q I think that when we left off at the luncheon recess we were talking about the kitches that Dobbs had, and one of them is located at the airport in Atlanta; is that correct?

A Yes, sir.

Q And do you, at that airport, cater for United?

A Yes, sir.

Q Among others?

A Yes, sir.

Q Now, does that --

MR. HYMAN: If your Honor please, can we restrict ourselves to a time prior to at, on or

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

about April 23, 1972; it would be helpful.

Q Did you cater for United on or about April 23, 1972?

A Yes, sir.

Q Does that mean that everytime a United plane came into Atlanta you would cater? Or would it just be certain flights?

A Just certain flights.

Q Now, did you at my request check with your home office to see if we had any records of catering a Flight 476 that left Atlanta on April 23, 1972?

A Yes, sir.

Q Where is your home office located?

A Memphis, Tennessee.

Q And when you checked with your home office as to catering such a flight, if there was any record, what did you find?

A We couldn't find a record. Not at all.

THE COURT: I couldn't understand that.

THE WITNESS: We couldn't find a record at all, sir.

Q Could find no records one way or the other?

A Right.

Q If flight 146 did have food taken on Atlanta

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

on April 23, 1976, would it have been catering by Dobbs?

A Yes, sir.

Q But as I understand it, you have no record one way or the other?

A Yes, sir.

Q Now, these photographs that are in evidence, that I showed you earlier, I would like you to keep them with you, if you would, please, on the witness stand.

(Handing to witness.)

Q You are familiar, I believe you said, with the cold food buffets that are shown in those pictures; is that correct?

A Yes, sir.

Q And it's part of your job responsibility for the last three years in training men to -- how to load aboard a plane?

A Yes, sir.

Q When a plane comes into the airfield at Atlanta, in order to load a new cold food buffet, what do you first have to do?

A First of all --

MR. HYMAN: If your Honor please, can we establish whether or not it was the same today as it was back at the time of the accident?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q In connection, in connection with the cold food buffets of the kind that you see on those photographs in evidence, is the loading procedure the same now as it was in '72?

A Yes, it is.

Q Same kind of equipment; is that correct?

A Yes, sir.

Q Now, before a new cold food buffet with food can be put into the place in the galley of a Stretch 727, what did you first have to do?

A We start off by pulling the truck up to the aircraft. We then open the door. The door like this on this particular corner right here (indicating).

Q Let me just make a comment for the record. You are pointing to the door shown in the photograph which is Plaintiff's Exhibit 5D. That's the door on the fuselage, the emergency door; is that correct?

A That's correct; yes, sir.

Q You open that door from the outside and then what did you do?

A We set down what we call a track, which is in this picture right here (indicating) from the outside to the truck, and we take it and set down the track leading to the aircraft.

PENGAD CO., BAYONNE N.J. 07002 · FORM 740

Q The track that you're pointing to is in a photograph marked as Defendant's Exhibit F in Evidence, and is that the track which is shown coming through that open door?

A Yes, sir.

Q And after that's done, what's the next step?

A The next step, we go down what we got here, there is a dolly that fits in on the end corner of this piece right here, and then we slide, we bring the -- take the module, I call it the module. They all call it buffets. We have to slide -- this dolly right here has to slide in under the module right here.

Q The module that you are sliding the dolly in, under that, the module, that's already been in the plane?

A Yes, sir. That's correct.

Q You have to take that one out first before you take a new one in; is that correct?

A Yes, sir.

Q How do you go about taking out the dolly that arrives on the plane? That's what you're telling us now?

A When this airplane comes in and has this module or buffet, as we are talking about, already in, we have to set the track and then we have to bring this dolly off of the truck to fit up under this module or buffet to

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

slide it under in order to get the buffet to come out.

Q All right.

Then, after you put the dolly under that buffet, what do you then have to do in order to remove that buffet or module.

A Okay. We then slide the dolly under the module or buffet. We then have to take these two handles right here, and we have to lift them to the up position.

Q Let me just stop there for a moment, if I may. The two handles that you are referring to, again you're pointing to this photograph, which is Defendant's F in Evidence, one of those handles is circled in red on this photograph; is that correct?

A Yes, sir, it is.

Q The other one is not really shown in this picture; it's obscured by the dolly on this picture, "F", the other handle or lever, as we call it, is in the middle by the dolly, which is partly out?

A Yes, sir.

Q There's another photograph that shows both of them?

A Yes, sir.

Q And they are the same on each side?

A Yes, sir.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q And you say you have to lift those into the up position?

A Yes, sir.

After you get the dollies under the buffet or module, you then have to lift up each of the handles.

Q What does the lifting up of those two handles do?

A It releases this buffet, this module.

Q It releases it?

A Yes, sir.

Q Then what do you do?

A We slide the buffet completely all the way out, and then we move it from the galley area on our truck. Then we have another one that has to come to go back in the same position that it's in.

Q Now, tell me this; as you are sliding that used buffet, if I may, out of the tracks with the dolly, does anything happen to those levers that you had put in the up position? Does anything happen to those levers as the dolly slides out?

A Yes. When it gets to the end. When this module comes all the way out the levers right here go to the down position. They drop down.

Q Well, --

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

A All the way down. Both of them.

Q Is that done automatically by some tripping device within that mechanism? Or is it done by the man having to do something?

A No. It's done by the module when it comes out of the back.

Q So that when that module is taken out, the levers are then in the down position; is that correct?

A That's correct. Yes, sir.

Q And is the down position the locked position?

A Yes, sir.

Q Now, after that old module is removed from the plane, how do you then go about bringing in the new one?

A Okay. We take the old module out, load it on the truck; secure it; and then we take the other module and push it on the inside, and it takes two of our people to put this in position.

We take it, and then we start sliding it, taking the dolly, and you have to line it up, both of your tracks right here (indicating) in order to get it in, and you take it and you slide it all the way back to the back, and then you take out, you bring the dolly out, and that's the only way you get the dolly out is by having the handle

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

pushed back.

Q Once it's been pushed back, is there anything else that has to be done with these locking levers?

A No, sir. That's all there is.

Q They lock automatically?

A Yes, sir.

Q So the only time the levers have to get touched during the course of this operation is at the very beginning they have to be lifted up in order to remove the old buffets?

A Yes, sir.

Q After that, it's all automatic operating with the mechanism?

A Yes, sir.

Q Now, the testimony in this case from Ms. O'Gee has been that the men who loaded the buffet that she says saw loaded in Atlanta on April 23, 1972, loaded it, she said they seemed to put it into the place where they belonged, and they took the dolly out.

What significance, if any, does the fact that they were able to take the dolly out of the plane have to you?

A Well, that means that the buffet was all the way back in, completely all the way back in. That means it was in a locked position, or otherwise we couldn't have

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

got the dolly back out at all.

Q Can you explain why it is that unless the buffet is all the way back you can't get the dolly out?

MR. HYMAN: If your Honor please, I don't think this witness is properly qualified on a mechanical basis to give an explanation.

THE COURT: No, I'll permit it.

A Well, rephrase your question, please.

Q Can you explain to us why it is that the dolly cannot be pulled out unless the buffet is all the way back in position?

A On the front here, you have two blocks on the front, and you also have two that are in the back of the unit, and one you -- you can't get to the dolly, see the dolly has to be all the way back in, you can't reach down and pull it back in at all. You have to be able to see the dolly in order to put your hand on it to pull it out.

Q Now, when the buffet is pushed into place, as it starts being pushed into place it's on the dolly; is that correct?

A Yes, sir.

Q When it's in its final resting position and the dolly is removed, what is it supported by?

A It is supported by the track right here that

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

is built into the aircraft. That's right here (indicating).

Q Now, until the time that it's fully on the track, is it resting partly on track and partly on the dolly? Do you understand the question?

A It's resting fully on the dolly until it gets all the way back in, to my knowledge.

Q When it gets all the way back in, is it then completely off the dolly?

A Yes, sir. When it's all the way back in.

Q Is it only when it's completely off the dolly that you are able to pull the dolly back out?

A Yes, sir. That's correct.

Q Because until it gets all the way back in and is completely out of the dolly you would be unable to pull the dolly back out; is that correct?

A Yes, sir. That's correct.

Q Did you, at my request, try to get one of those buffets to push into place with those levers in the up position instead of down?

A Yes, sir.

Q Can that be done?

A No, sir.

Q What happened when you tried to do that?

A You can't get the module to go in. It won't

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

move or it won't go in it at all, and you have to put it in a down position to get it to go back.

Q Now, I would like you to assume that a module, a cold food buffet or a module has been put aboard a United Stretch 727 in the forward galley, and that it's put against the forward wall. That's where it goes; is that correct?

A Yes.

Q That's the wall closest to the front of the plane?

A Yes, sir.

Q And I would like you to assume that for some reason it has not been locked in place; okay? And I would like you to assume further that that plane then takes off from Atlanta and climbs to its cruising altitude, whatever that may be, but it takes off for a period of five minutes; you are climbing for five minutes; all right?

Do you have any idea as to what would happen to such a buffet during that five minute period that the plane is climbing?

MR. HYMAN: Objection. I don't think there's a sufficient hypothetical to give.

THE COURT: I don't think he's expert.

Q Do you fly?

A Yes, sir.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q Do you have a license?

A Yes, sir.

Q Rat d?

A Yes, sir.

Q 707 and other planes?

A Yes, sir.

MR. HYMAN: If your Honor please, let's address ourselves to the 727.

Q Is there any difference between the climbing of an airplane that's special about a 727?

A No, sir.

Q Do you think you are able to tell us, based upon your flying experience as well as your knowledge of those buffets, do you think you are able to tell us with a degree of accuracy as to what would happen to an unlocked buffet during a five minute climb from takeoff at the Atlanta Airport?

MR. HYMAN: Objection. I don't think we still have sufficient facts for this witness to answer that question.

THE COURT: Well, he's on the borderline of being an expert, ladies and gentlemen but, if you think he's helpful, I will allow it to go ahead.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

A Yes, sir.

On takeoffs, if the buffet should be open in a critical situation setup, this buffet will go all the way back to the back. It would go back to the -- all the back to what we call the hot module right here (indicating), all the way across the floor, and it would probably sit on the floor.

Q The buffet is what dimension from front to back, approximately?

A Oh, approximately 20/28, 20/43 inches.

Q And if it was unlocked and slid back during that five minute takeoff, it would come back completely off its tracks and come into the hot buffet which is in the back of the gallery?

A Yes, sir.

Q Is there anything that would prevent it from sliding all the way in the back if it were not locked? Is there anything on it?

A No, sir. Not that I know of.

Q I visited you down in Atlanta this past July; is that correct?

A Yes, sir.

Q Did you take me on a Stretch 727 of United?

A Yes, sir, I did.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q You showed me the works of this operation?

A Yes, sir, I did.

MR. HYMAN: If your Honor please, I don't see what this has to do with the case.

THE COURT: I don't either.

MR. COHEN: Can I ask the next question?

THE COURT: Yes.

Q Can you see it operate as we described it to the jury?

MR. HYMAN: Objection.

THE COURT: Your presence doesn't make the witness' statement any more credible, with all due respect.

MR. COHEN: All right, Judge. I have no further questions.

MR. HYMAN: If your Honor please.

THE COURT: Well, before you go, let's see whether the other defendant has anything?

MR. DRIVER: I will waive it to plaintiff, your Honor.

THE COURT: No, no.

MR. HYMAN: I just want to make an offer.

MR. COHEN: That's part of my case. I intended to put it in. I asked for it before we

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

read Mr. Bridges' deposition.

THE COURT: You can put it in whenever you find it useful. We will have the third party defendant.

CROSS-EXAMINATION

BY MR. DRIVER:

Q Mr. Maloch, you have testified, I believe that you are the safety trainer for Dobbs House?

A Yes, sir.

Q And your training which you instruct the various Dobbs House employees, is that in relation to loading and unloading buffets aboard the Stretch 727?

A Yes, sir.

Q Are there any manuals that you use in your training?

MR. COHEN: You mean in connection with the 727?

MR. DRIVER: In connection with the 727 or United Aircraft in Atlanta, Georgia, loading food.

A We have slide carousels and tape cassettes.

Q I mean, do you have a manual, or to be more specific, is there a United Ramp Manual that you use?

A Yes, sir.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q Now, have you ever looked at the United Ramp Manual?

A Yes, sir.

Q Do you know most of its contents?

A Some, yes, sir.

Q Do you train from it?

A Yes, sir.

Q During the period of April 1972, to your knowledge, in a kind of this incident, did Dobbs House make use of United Training Manual or loading manual as to loading the Stretch 727 Aircraft with food?

A To my knowledge, we have taken all of our training from the -- each airline's manuals.

Q And is that manual, to your knowledge, revised or updated from time to time?

A Yes, sir, it is.

Q And what do you do then when it is updated and revised?

A We go over it and make changes in our slide presentation to reflect that change.

Q Did you make changes in your procedures?

A Yes, sir, we did.

Q Now, I believe you stated it was earlier that the procedures that you used today are the same or

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

identical as procedures that were used on or about April 1972; is that correct?

A Yes, sir. That's correct.

Q I don't think we've been able to really cover -- in fact, now, if I recall, you testified that the two men slide the buffet in place; is that correct?

A Yes, sir.

Q What, if anything, do they do after the buffet is in place? What do they do after that? Immediately right after they push the buffet into place?

A They reach down and actually take the dolly out. They reach down on the bottom and pull the bottom of the buffet to make sure that it's locked

Q To make sure that the buffet is locked?

A Yes, sir.

Q If the buffet were not locked, what would happen?

A Our instructions are that we report it to the stewardess, and the stewardess reports it to the United Personnel, and for their advice of what they want to do about it.

Q Have you, your experience with Dobbs Houses at Atlanta Airport and specifically with 727 Stretch aircraft, loaded a dolly or -- I'm sorry, a buffet onto such type

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

aircraft and the buffet did not lock or was not securted?

A I hadn't personally. No one, no, sir.

Q Do you know, to your own knowledge, at all times that you have been in Atlanta, whether or not that type of incident had occurred?

MR. HYMAN: I'm going to object, your Honor. The witness said he has no personal knowledge.

MR. DRIVER: I don't believe he said that.

THE COURT: No.

A No, sir, I did not.

Q It's also been testified, I believe, that these buffets concededly are United's property. What happens when an old buffet, as you had just stated, is taken off the aircraft? What do you do with these old buffets?

A We take them back over to the kitchen, which we call the kitchen, and we clean them out for equipment on the inside, take our trays off them. If it's got cups or if it's got plates, and wash them out and take them and wash them and reload them back for food.

Q This is both with the cold food buffet and the hot buffet?

A Yes, sir.

Q Do you have personal knowledge of the buffet

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

cleaning process?

A Rephrase that again, please?

Q Do you have any personal knowledge of just in the scope of your testimony as to the buffet cleaning process used by Dobbs Houses, and again -- strike that "again."

A I have watched them. I have never cleaned them myself.

(Continued next page.)

follows

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q You have watched them. That's first hand knowledge. What do they do?

A We take them back. We have doors on them. Like on here, we take this door, this door, this door off and assemble on the top. We strike out the inside, and we take a warm back washrag and clean them out for bacteria and food if they are going to be used in a cold food area. If it's a hot buffet, we move it to the hot buffet area.

Q Sir, do you know what procedure --

Now, assume that the buffet that you say that Dobbs Houses people go down and give a tug to make sure it's secure, do you know what procedure Dobbs Houses would follow if that buffet were not secure?

MR. COHEN: I think he already testified to that.

MR. DRIVER: I don't recall it.

A Okay. We would notify the -- our instructions are to notify the stewardess and then it's left to United Personnel as to what they want to do with it. Whatever they want to decide to do with it.

Q Now, would Dobbs Houses maintain any recrods that, assuming that this would occur would Dobbs Houses themselves maintain any records themselves of an incident such as that?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

A No, sir; not to my knowledge.

MR. DRIVER: I would like to show the witness United Exhibit G, I believe for identification, consisting of seven pages.

THE CLERK: Defendant's UG in Evidence.

MR. COHEN: May I take a look at it?

THE COURT: Certainly.

MR. COHEN: I don't know if it's marked for an exhibit or not?

MR. DRIVER: Not evidence. Just identification now.

THE CLERK: I'm sorry, UG for Identification.

MR. HYMAN: May we beg the Court's indulgence for a moment, your Honor.

MR. COHEN: If your Honor please, I'm going to object to this. This was not a premarked exhibit. We have never been furnished with copies of it before, even though we had demanded on a number of occasions, pursuant to demand to produce, and the magistrate's instructions, and it's out of sequence.

THE COURT: What do you want?

MR. DRIVER: Whether he recognizes this as United Manual.

THE COURT: And then what are you going to

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

ask him as your next question? Then what are you going to do?

MR. DRIVER: Ask it be put in evidence.

THE COURT: Denied.

MR. COHEN: We have, if your Honor please, we may as well do it now. We have a page of the United Ramp Service Manual that was marked, premarked as Plaintiff's Exhibit 2 for Identification. It was marked on a deposition as 1-A, and this is what Mr. Hyman and I were talking about before, and if this is a good time, I would like to mark it in evidence.

MR. HYMAN: If your Honor please, it was premarked or at least portions of it.

THE COURT: Do you want to put that in for the defendant?

MR. COHEN: Yes.

THE COURT: All right. Mark it in evidence.

THE CLERK: Defendant's H in Evidence.

MR. DRIVER: If that's in evidence, your Honor, I'll withdraw submission of any of these documents at least at this time, anyway.

I thank you, sir. No further questions.

THE WITNESS: Thank you.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

MR. HYMAN: May I, your Honor?

THE COURT: Yes.

CROSS-EXAMINATION

BY MR. HYMAN:

Q Would you please be good enough to say your name for me so I pronounce it?

A It's Maloch.

Q Mr. Maloch, good afternoon.

A Good afternoon, sir.

Q Mr. Maloch, before you assumed the witness stand today or anytime since you have been up in New York for the purposes of this case, did you look at any statements that perhaps we had signed or written out or somebody had written out for that that you signed dealing with any of your testimony?

A No, sir.

Q And before you assumed the stand, had Mr. Cohen shown you any documents, photographs, papers that in anyway related to something that you have testified to so far?

A No, sir, he has not.

Q In other words, the first time that you saw those photographs, that are before you is when you got on this witness stand?

A Yes, sir.

MR. COHEN: May we have the record indicate

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

that five of the photographs were taken by the plaintiff over this weekend and put into evidence on Monday, and they've been in the plaintiff's possession and the other three were produced by Mr. Driver.

MR. HYMAN: If your Honor please--

THE COURT: Excuse me. Go ahead with your questioning.

Q Now, insofar as April 23, 1972 is concerned, you have no specific recollection about that day; do you?

A No, sir, I do not.

Q In other words, it was just another day in your life; is that right?

A Yes, sir.

Q Now, when did you start working for Dobbs?

A August of 1973.

Q And what did you do before you began to work for Dobbs?

A I worked for Delta Air Lines.

Q I'm sorry?

A I worked for Delta Air Lines.

Q I have an accent, also.

A I worked for Delta Air Lines as an instructor pilot.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q And did you have anything to do at Delta Air Lines with food service?

A Yes, sir. I started off in the training department, teaching stewardesses, and also we taught.

Q A portion?

A Food service is a portion of the course that we teach in respect to service and how, you know, how to serve, put the meals out.

Q But, prior to your joining Dobbs Houses, you had no connection with that organization; did you?

A No, sir, I did not.

Q Now, insofar as Delta was concerned, did Delta have exactly the same equipment as existed on a Boeing 727 Stretch in April of 1972?

A No, sir, they did not.

Q Would it be correct to say, Mr. Maloch, that any information that you have learned concerning the procedures dealing with hot food or buffets were loaded unto United airplanes by Dobbs Houses came to you from second hand information after you first became employed by Dobbs Houses?

A Would you repeat the question again? I don't understand it.

Q Let me ask you this, sir. As of April 23rd

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

of 1972, you had no personal knowledge of the manner and method of how Dobbs Houses introduced buffets onto United Aircraft; isn't that a fact?

A Are you stating -- I didn't go from Dobbs Houses as far as --

Q I'm asking you how Dobbs Houses introduced buffets onto United 727 Stretches. You had no knowledge of that in April of 1972?

A I knew about how they were.

MR. HYMAN: If your Honor please, I think that calls for a yes or no answer.

MR. COHEN: Can the witness be given a chance to express himself, your Honor?

THE COURT: You may.

A When I was with Delta Air Lines, I was sent to Seattle factory to go on the 727 and 720's. At that time we looked at a proposal about going to to this particular type of units and modules and throughout 707's and the 727. We didn't go to the module.

Q I'm sorry. I don't understand your answer.

A Well, I had seen something where all --

Q Excuse me. I hate to interrupt. Was it similar or identical?

A It was identical, because they made them since

PENGAD CO., BAYONNE, N.J. 07302 · FORM 740

1959.

Q Made what?

A This Bean Weber Company had been making this particular, and putting it in United Aircrafts since 1959.

Q You just know that from what you learned from Weber; you don't know that from your own personal knowledge?

A What they showed me at the factor, they showed me the last part of May of 1962.

Q '62?

A Yes, sir.

Q But you don't know, sir, whether or not it in fact was installed in United Aircraft until after you became employed by Dobbs Houses; isn't that a fact?

A Yes, sir.

Q And you have no idea, sir, as to the manner and method of training of Dobbs Houses' employees, prior to your coming to Dobbs Houses in 1973; isn't that a fact?

A Yes, sir.

Q And until you came there, you had no idea of what kind of instructional material was given to Dobbs Houses for the purpose of loading material onto aircraft; is thatcorrect?

A Yes, sir.

PENGAD CO., BAYONNE, N.J. 07002 - 1-800-631-6989

Q Is there anybody back in Atlanta who has been with Dobbs Houses, as far as you know, prior to your employment, and was working there in April of 1972?

A Yes, sir.

Q Who is that?

A Mr. Bridges.

Q Is Mr. Bridges well, as far as you know?

A Well?

Q Yes. Is he in good health?

A Yes, sir.

Q And what is Mr. Bridges' function?

MR. COHEN: Today? Are you asking about today?

Q As of the last time you saw Mr. Bridges, which was perhaps a week or so ago?

MR. COHEN: He didn't say that.

THE WITNESS: I'm sorry?

Q When did you last see Mr. Bridges? I'm sorry, he's not in Atlanta. I take that back. He's since moved, okay.

A Okay.

Q But you know he's well, anyway?

A Yes, sir.

Q And he's still employed by Dobbs Houses?

FENGALD CO., BAYONNE, N.J. 07002 · FORM 740

A No, sir. He's not.

Q When did he leave?

A He left sometime, I believe it was June or July.

Q Is anybody else back in Atlanta who has been in the employ of Dobbs House since April 23, 1972, perhaps before that and up until the present time?

A Quite a few.

Q Are there any people, as far as you know, who have knowledge of the boarding and -- boarding of buffets onto aircraft?

A Yes, sir. Quite a few.

Q Now, as far as the dollies that were being used in April of 1972 for the purpose of Dobbs' introducing buffets onto an aircraft, the only knowledge that you might have about that is based upon some drawings you saw out in Seattle some years before?

MR. COHEN: Objection. He's testifying. He's been teaching these things for the past three years.

THE COURT: Can you answer the question?

THE WITNESS: I've been teaching them for the last three years, your Honor.

THE COURT: All right.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q Well, the last three years, takes us back to 1974. I'm talking about April of 1972, Mr. Maloch.

MR. COHEN: If your Honor please, I'm going to object to this type of interrogation, as to the cold food buffet of the type she says was present in April of 1972. There are other photographs in evidence showing the kind of buffet that has been said by the witnesses on the stand, who were present in April of 1972.

This witness has been talking about how that kind of buffet is loaded and the mechanism that operates it, and I don't believe these questions are proper in the way they are framed.

THE COURT: I'll permit it.

MR. HYMAN: Your Honor, may I have the last question read back?

(Question read.)

Q Isn't it that a factor, Mr. Maloch?

A Yes.

Q And between 1972 and the time you joined Dobbs House, you had no idea any equipment being used by Dobbs had been changed; isn't that a fact?

A Yes, sir.

Q Now, I think it's somewhat obvious, Mr. Maloch,

PENGAD CO., BAYONNE, N.J. 07002 · FORM 749

that you have no idea as to the manner or method that was used by any Dobbs employees for the purpose of introducing a cold food buffet onto an aircraft in April of 1972, from your own personal knowledge.

A Can I answer that without a yes or no?

MR. COHEN: I think the witness --

Q I'll withdraw the question.

MR. COHEN: I think the witness should be allowed to express himself.

MR. HYMAN: I'll withdraw the question. There's no question now, your Honor.

Q You weren't on the United flight with which we are concerned on April 23 of 1972, were you?

A No, sir, I was not.

Q And you weren't there when some men brought aboard a cold buffet onto that aircraft; were you?

A No, sir, I was not.

Q And you have -- you don't even have the foggiest of what they did or didn't do with respect to how they attempted to put that cold buffet on; do you?

A No, sir, I wasn't there.

Q And by the way, is it correct to say that one full cold buffet looks like every other cold buffet?

A Yes, sir.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q So, you are not in a position to say whether these men properly or improperly installed the cold buffet onto that aircraft; isn't that a fact?

A Yes, sir; that's right.

Q Okay. Because you weren't there?

A No, sir, I wasn't there.

Q And in fact, you haven't even trained them up to that point?

A No, sir, I hadn't.

Q In fact, you don't even though the names of the people who were working for Dobbs House on that day with respect to putting cold buffets onto those aircraft; do you?

A No, sir.

Q Now, Dobbs did keep records with respect to who its employees were in Atlanta as of April of 1972; did they not?

A Yes, sir.

Q And could you tell us if Dobbs keeps records of how many aircraft it services -- may I use that word? That would be okay -- it services on any particular day at Atlanta.

A Yes, sir.

Q Those records exist; don't they?

A On the day you are talking about we haven't

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

been able to find those records at all, sir.

Q But records were kept or should have been kept in any event?

A Should have been, yes, sir.

Q On those records, if they were here -- withdrawn.

And the records that were kept by Dobbs in April of 1972 would reflect the names of the people who were working for the purpose of putting cold buffets onto aircraft; isn't that true?

A Yes, sir.

Q By the way, when did you undertake to make this search at Mr. Cohen's request?

A In July.

Q Of '76?

A Yes, sir. I got a call from --

THE COURT: No.

THE WITNESS: Sir?

THE COURT: That's not necessary.

Q What did you do in response to Mr. Cohen's request that you find these records or your attempt to find these records.

A We called Memphis. We went to our business office. We went back in our files. We spent three days

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

going through records of all our '72, and we dug out everything we could find, talked to anybody we could, anybody aboard at that time, and haven't found anybody whatsoever.

Q There is no doubt in your mind, Mr. Maloch, that as of April 23, 1972, that Dobbs was servicing United Airlines Aircraft at Atlanta?

A Well, Mr. Hyman, if I may, in his question, we serviced some aircraft and some aircraft we don't service at all.

Q So you wouldn't know one way or the other if it was United or not as of April of 1972?

A No, sir.

Q Now, in terms of introducing a buffet onto the aircraft, United, it doesn't have to be United for it to be a 727 Stretch; is that correct?

A That's correct.

Q Okay. But do the different 727's Stretch Models have different arrangements for putting buffets onto their aircrafts?

A Yes, sir, they do.

Q So it would vary from airline to airline as to what the mechanisms were for securing a buffet onto an aircraft; isn't that correct?

A Yes, sir, that's true.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

Q Now, I take it that when you train your personnel for placing the buffet into the United aircraft, and we have to say United now, right, because now we are dealing with a specific kind of mechanism; right?

A Yes, sir.

Q That you told them the manner and the method of positioning the buffet onto the dolly; isn't that a fact?

A Yes, sir.

Q Because you want that lined up properly. You want the dolly and the buffet lined up properly so they will be introduced properly?

A It has to be lined up or it won't go in.

Q What has to be lined up?

A Both the -- line up both with the dolly. On the bottom are these two catches, both your bottom track and module has to be lined up or it won't go in at all.

Q Let's assume they are lined up when you began introducing them.

A Yes, sir.

Q It will start going on the track; will it not?

A If the locks were in a down position, it will go on.

Q I'm assuming that everything's in a position

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

to allow the buffet to go on the tracks; okay?

A If it's lined up correctly, then it will slide on.

Q Okay. And how do they slide it on?

A They have to -- they have a -- on this dolly they have a track. We lay the track down, and they take the turntables on the bottom right here (indicating) and they take one man on one side, and they push it all the way back in place, and they have to have a module all the way in the back in order to bring the dolly out.

Q As they are pushing it back, if the dolly comes a little bit forward from its position or -- withdrawn.

May I approach the witness, your Honor?

THE COURT: You may.

Q Now, as they are introducing the buffet into compartments for its placement, the dolly, it's possible, sir, that the dolly may extend somewhat beyond the edge of the buffet; is it not?

A No, sir. No, sir.

MR. COHEN: If your Honor please, --

A No, sir.

Q Pardon me?

A No, sir.

Q You say it's impossible for that to occur?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

A Yes, sir.

Q Well, I believe you told Mr. Cohen that you have never personally loaded one of these buffets; isn't that a fact?

A No, sir, I didn't say that.

MR. COHEN: You asked him whether he personally loaded one that didn't work. He said, "no."

MR. HYMAN: Mr. Cohen, please.

MR. COHEN: Your Honor, he asked a question, and now he misquotes the question and attributes it to me, and I think that's improper.

THE COURT: Proceed.

Q Now, you told us before, did you not, that when the dolly and the buffet are lined up properly and the men insert it to the rear, that certain automatic locking devices go into place; is that correct?

A Yes, sir.

Q You don't know the how nor the why of why the locking devices go into place, but you just know that?

A Yes, sir.

Q Is there any sound that generates when the locking devices go into place?

A Yes, sir. There's clicks as it goes into

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

place.

Q It's an audible click to the person, assuming they can hear properly, but it's an audible click?

A Assuming the engine isn't running, yes, sir.

Q Do you tell your men to listen for that click?

A They can push it back into until it locks. The last latch.

Q Well, when thatclick occurs, you have a general idea that the thing is locked into position?

A Yes.

Q What would be the purpose of pulling the bottom to make sure it's locked?

You've already heard the click and you're able to get the dolly out.

A Okay. It has what you are saying --

Q I'm not saying anything. I'm asking.

MR. COHEN: Let him answer your question, Mr. Hyman.

MR. HYMAN: Mr. Cohen, I'm not making a statement.

THE COURT: Excuse me, let him answer.

MR. HYMAN: Yes, sir.

A When you pushed it back, it has three clicks; one, two and three, and the last one, when it goes in a

PENGAD CO., BAYONNE, N.J. 07002 FORM 740

position it has a lock up in the front that had a click to it. As the clicks go down --

Q Let me ask you this, Mr. Maloch. What is the significance of the first click?

A It's -- on the bottom of it, it has a safety device that holds it in place.

Q How far in is the buffet at the time you hear the first click?

A Approximately about 15 inches.

Q Okay. And how far as it in when you hear the second click?

A The buffet's on about -- it's about I'd say 21 inches. Approximately 21 inches.

Q And then the third click would be when it's at its fullest extension? When it's inserted; is that correct?

A Yes, sir.

Q Now, if a locking device on a United 727 Stretch cold buffet malfunctioned, I believe you told us before that your personnel would report it to United people?

A Yes, sir.

Q And since you've already told us that you're a pilot, I think you would agree that if the buffet did not

PENGAD CO., BAYONNE, N.J. 17002 - FORM 740

lock in, okay, that that would be a hazardous condition aboard that aircraft?

A Yes, sir.

Q That would be for two reasons: Because number one, there is an emergency exit immediately to the right as you face the cold buffet for the purpose of should it eventuate that passengers need to get off in a hurry?

A Yes, sir.

Q And secondly, because if a person working aboard that flight or a passenger had to come into that galley, and that buffet came out, they would get hurt; that is also, it's quite a heavy thing; isn't it?

A Yeah.

Q Did anybody from United, as far as you know, or the records of Dobbs may reveal, ever report to Dobbs that some malfunction had occurred on this particular Boeing 727 Stretch in relationship to the cold buffet?

A No, sir. Not that I know of.

Q And as a pilot, you are aware that the -- I don't use these words all that well, so you correct me all the way. I think it's the pilot's function or the second officer's function or the flight engineer's function to make certain notations in a flight log dealing with any mechanical malfunctions aboard the aircraft; isn't that

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

correct?

A Yes, sir. That's true.

Q And that's basically for the safety of the people who will fly that aircraft; isn't that true?

A Yes, sir. That's true.

Q And would a defective cold buffet unit that came loose from its position during the course of the flight be such a malfunction that a pilot or an officer aboard that aircraft would ordinarily report it to his superiors or reflect it in the flight log?

A Yes, sir.

Q And that would be good accepted practice on behalf of the officers aboard that aircraft?

A Yes, sir.

Q You don't have any knowledge, sir, as to whether or not thepersonnel aboard that aircraft ever reported a malfunction concerning this particular device on that aircraft?

A No sir. I have no way of knowing.

Q And ywould you agree that if these locks on that buffet did not work,,that some record would have been made in the log; the flight log of that aircraft to reflect that malfunction?

A The equipment wasn't United, sir.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q I'm asking you as a pilot.

MR. COHEN: He can't speak.

THE COURT: Sustained.

Q In the ordinary --

THE COURT: Sustained.

Q If the locks on that buffet had malfunctioned on April 23rd of 1972, would you reasonably expect, sir, that some record would have been made by the personnel aboard the aircraft reflected then --

THE COURT: Sustained. Move to something else or terminate your cross-examination.

MR. HYMAN: Yes, sir.

Mr. Maloch -- may I stand alongside the witness, your Honor.

THE COURT: Sure.

Q Mr. Maloch, I show you a document which has been marked as Defendant's Exhibit H in evidence, and it has been previously identified as the Ramp Service Manual of United, a copy of which manual was given to Dobbs personnel. This is only one page of that manual and would you take a look at it and tell me whether or not that document that I show you deals with the boarding of a buffet on the type of aircraft that we have been discussing (handing to witness.)?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

A Part of this is on a hot buffet.

Q Any part deal with a cold buffet?

A Yes, sir. One side of it.

Q Well, which deals with the cold buffet? We're only dealing with in terms of your looking at it, which sections deal with the cold buffet, sir.

A Up to the Section 3, right here (indicating), to start connecting the plugs out, and next install a hot box.

Q Okay. Does 3C deal with the cold buffet -- fogetting whether it deals with the cold buffet, does it deal with the hot buffet?

A The last part is.

Q Tell me which part, without saying "the last?"

A Okay.

It says, "visually check to see whether the hatch is down."

Q Does that deal with the cold buffet, 3C?

A Yes, sir.

Q You just agreed with me, did you not, that this document, United Ramp Service Manual, one page of it, indicates does it not -- I have to come up here, because I only have one copy.

A Okay.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q It says after the buffets are locked into position; right?

A Right.

Q It says, "pull oven door and lower tray compartment mainly to be sure that both moveable latch handles are latched in place." It says that; does it not?

A Yes, sir.

Q You've told us before that your instructions to your personnel are to close the bottom to see if it's locked?

A Yes, sir.

Q Has your procedure changed since 1972 with respect to what to check after the buffet is installed onto the aircraft?

A No, sir, it hasn't changed.

Q In other words, in addition to which your personnel is to pull the lower door and lower compartment tray handles, to make sure?

MR. COHEN: Judge, there is no oven door on the cold food buffet.

MR. HYMAN: The witness just indicated 3C applies.

MR. COHEN: Yes. In source, the cold food buffet, which is the lower tray compartment,

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

which is what he talked about before.

MR. HYMAN: Okay.

Q Did you say before you pulled the lower tray compartment or the bottom or the middle of the buffet?

A The bottom of the buffet.

Q Well, what about the compartment?

A The compartment or the bottom of the cold buffet, you have four sections to it. This is a compartment right here, and that's a compartment, and that's a compartment (indicating).

Q That is part of your instructions at that time?

A Yes, sir.

Q "Visually check all four floor latches to a assure that handle end is down." Is that part of the training?

A Visually check? Yes, sir.

Q You don't know insofar as this aircraft was concerned, as of that day whether the Dobbs men did make that check?

A No, sir. I wouldn't know.

Q Well, what would be the reason to check that all four floor latches handle end is down if that's the position it's supposed to be in when it's fully in its place?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

A Sir, when you push it all the way back it locks in position to get the dolly out, and you just visually check to make sure it's all back in place.

Q I'm asking you why one would be required to check, according to the United Ramp Service man's manual, to see that the latches, the four floor latches -- withdrawn.

To visually check all four floor latches to assure that the handle end is down when that's the position it's supposed to be in?

MR. COHEN: If your Honor please, I think that question should be directed to the author of the United Ramp Manual.

THE COURT: I will permit it if he can answer it. If he wants to tell us.

A That's so we can report to United personnel. We can tell the stewardess or she can contact the agent or she can tell anybody she wants to. This is a courtesy. It's a visual check.

Q Well, it's a check that United told you folks to do; isn't it?

A No, sir. We just -- when we put it in we just look at it, and we have to adjust tell the stewardess.

Q Mr. Maloch, this page has been identified before by Mr. Bridges as being part of the Ramp Service

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

man's manual dealing with the loading and unloading of cold buffets onto United Aircraft. Would you accept that as the fact?

A Yes, sir.

Q Okay.

Mr. Bridges knows something about the introduction of these cold buffets onto United aircraft; does he now?

A Yes, sir, he does.

Q Now, this was United equipment on the aircraft insofar as the rails were concerned, and insofar as the buffets were concerned?

A Yes, sir. That's true.

Q You told us before that in order to introduce the buffet, the latches, must be down; is that correct?

A Yes, sir.

THE COURT: Excuse me. I'm going to have to break, because I must bring the other jury in. So, take 10 minutes, ladies and gentlemen..

(Whereupon the jury left the courtroom.)

(Whereupon a short recess was had.)

(Whereupon the jury entered the courtroom.)

MR. HYMAN: May I proceed, your Honor?

THE COURT: Sure.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

CONTINUED CROSS-EXAMINATION

BY MR. HYMAN:

Q Mr. Maloch, before we suspended, I was asking you that portion about that portion of the exhibit, Defendant's Exhibit H in Evidence, a part of the ramp serviceman's manual relating to 3C; okay?

A Yes, sir.

Q Okay. And I've given you a copy of what I was showing you a moment or two before; right?

A Yes, sir.

Q That was just so I won't have to walk back and forth.

Now, leaving aside that portion of 3C that may deal with the hot buffet, okay, leaving that aside for a moment, it says, does it not, "visually check all four, number four floor latches to assure that the handle end is down;" right?

A Yes, sir.

Q Okay. Now, the handle end when we say four, that would relate one, to the hot buffet, and two, to the cold buffet, is that correct?

A Yes, sir.

Q But they are identical in all respects in terms of the mechanisms; is that true?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

A Yes, sir.

Q Now, you told us before, that in order to introduce the buffet, that the latches had to be down, didn't you say that?

A Yes, sir.

Q And you would agree, sir, that this was United's equipment; right?

A Yes, sir.

Q And you would also agree that United had some knowledge or idea as to how their equipment worked; wouldn't that be a fair statement to say?

A Yes, sir.

Q Okay. Now, could you explain to us why you would have to check to see the latches were down, when the buffet was already in, when you have already told us that it's impossible for that buffet to be in unless the latches are down?

A We just look at them to make sure. It's just an extra safety precaution is all we do.

Q Well, I didn't ask you that. I asked you whether it's true that you could not get that buffet in unless the latches were down?

A That is correct, sir.

Q Now, this requires your personnel, does it not,

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

to make sure that the latches are down when it's all the way in?

A I don't recall if it requires that our personnel make sure that it's all the way down.

Q Well, this is for ramp servicemen personnel or this passenger, let's assume it is.

A That's for United. It states United at the top, sir.

Q I know that. But, assume there's been testimony by Mr. Bridges that a copy of this document has been given to Dobbs personnel for their use in boarding these types and kinds of buffets. Can you assume that?

A Yes, sir.

Q And these would be instructions that Dobbs personnel which are followed in relationship to putting this buffet onto this aircraft?

A Yes, sir.

Q Would you agree that the check to make sure that the handle end is down is to avoid a situation where the handle ends were up, which would allow for that buffet to come sliding out; isn't that a fact?

A Yes, sir.

Q Now, would you look on the right hand side of that document, somewhat above all the way at the top, just

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

beneath the words "Buffet," by the Carrier box. That's in bolder print, and right beneath that, that's the paragraph which I'm addressing myself, which starts off with "Move the buffet into the airport." Do you see that or shall I come up?

A Are you talking about right here, sir (indicating)?

Q Yes. Okay.

Now, the floor latches, are those handles that you depicted in those photographs before; are they not?

A Yes, sir.

Q And those are the ones that are supposed to be down before you push that buffet in?

A Yes, sir.

Q Doesn't it say here, "two men should push the units firmly and squarely until the floor latches snap into the locked position?"

A Yes, sir.

Q And the locked position would be the down position?

A Yes, sir.

Q Could you tell us why United would suggest in this ramp serviceman's manual to push firmly and squarely until the floor latches snap into locked position if they

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

already are in the locked position before you even attempt to put that buffet onto the rails?

A Because it has two of the safety mechanisms on it, and this is the third of the last when you push it all the way back into the position.

Q Well, do the floor latches move at all between the time that they are depressed before you introduced the buffet, until the time that the buffet is fully within its compartment?

A Yes, sir.

Q So they move along, and it's going in. They move from one position to another position; is that what you are saying?

A Yes, sir. There are two safety latches on the bottom, and as you push them in they click in, causing two clicking sensations.

Q This thing says nothing about clicking; does it?

A No, sir. It says, "latches, snaps." I used the word click.

Q Now, you told us before that you were a pilot, and I think you mentioned certain aircraft that you have flown in your experience as a pilot.

A Yes, sir.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q Was a 727 Stretch one of those aircraft?

A Yes, sir.

Q And when was the last time that you had flown a 727 Stretch?

A Delta Air Lines' threw me out to -- which is a temporary assignment to help people out in the airlines, April of '65 or '66 on a training type of thing.

Q And was the last time you had flown?

A Yes, sir.

Q Do you know, sir, from your own personal knowledge, what angle the aircraft that we are talking about assumed as it left the ground on April 23rd, 1972; from your own personal knowledge?

A Assume that it's a 727, 200, as we are talking about here, we call it a rotation around the climb.

MR. HYMAN: If your Honor please, I'm asking from his own personal knowledge, not based upon any previous experience he had. I would address myself to that.

THE COURT: How can you ask the question?

MR. HYMAN: It may have seem him --

THE COURT: I'll permit it. If you want to use him, then he's going to say all kinds of things that you may not like. I

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

don't think he's particularly qualified. Again, with all due respect, you haven't been in this business for sometime, but if you want to use him, I'll allow it.

Q I'll withdraw the question.

Have you been given any information or have you seen any information, Mr. Maloch, that would lead you to believe that this particular aircraft on the day it took off from Atlanta assumed an unusual angle as it was taking off?

MR. COHEN: There's been no testimony in this case whatever about the accurateness of the aircraft takeoff.

MR. HYMAN: I must respectfully suggest that Mr. Cohen, in his interrogation of the witness --

THE COURT: I'll permit the question.

A Would you rephrase it, reask me again?

Q I'll restate it.

THE COURT: Did you have any information about how this plane took off?

THE WITNESS: I can only tell your Honor that the angle --

THE COURT: This one?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

THE WITNESS: No, sir. I've never seen this one take off.

R7 Q Now, there comes a point in time after the takeoff that the aircraft has not yet assumed its cruising altitude; is that correct?

A Yes, sir, that's correct.

Q And between the time it leaves the ground and the time the light of the aircraft that says you can unfasten your seat belts and smoke, that aircraft still assumes an angle upward; isn't that true?

A Yes, sir.

Q And then it would reach its cruising altitude and assume a parallel position with the earth?

A Yes, sir.

Q But between the seat belt sign going off and leveling off on the 727 Stretch, that aircraft would still assume an upward angle; would it not?

A If he's in a level position, the aircraft would be as level as the forward.

Q I'm not asking necessarily --

A I beg your pardon. I misunderstood your question.

Q Well, let's say within five minutes of the seat belt sign going off on a 727 Stretch, leaving Atlanta

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

okay. Would that aircraft be in a leveled off position as far as you would understand it to be?

MR. COHEN: There's no testimony with anything five minutes after the seat belt sign went off, your Honor.

THE COURT: Sustained.

Q How soon after takeoff of the 727 Stretch from Atlanta would the aircraft level off?

MR. COHEN: Which takeoff exit are we using, and what route?

A Okay. You have to understand, if they have, they use different sectors per day, and it depends on the noise level, the climate conditions, if it's a clear day as far as aircraft, when it takes off and climbs would be 18 degrees. Then the normal, after you have gone that far is over the 18 on the climb, depending upon what the controller gave you, dpending on how high you want to go, that would depend on a TC. I have no knowledge about where he would level off at or where he would change his altitude.

Q Altitude would mean the angle that the aircraft assumes in an upward or downward position?

A Yes.

Q That would depend on a number of factors, also?

A Yes, sir.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

MR. HYMAN: Thank you.

MR. COHEN: Just a couple of questions.

REDIRECT EXAMINATION

BY MR. COHEN:

Q Mr. Maloch, Mr. Hyman asked you some questions about entries in the pilot's logs, which you answered for him. I would like to follow up.

If a person was injured aboard the plane, aboard the flight would you expect for some entry to be made?

MR. HYMAN: I'll object to that.

A Yes.

MR. COHEN: He asked the identical question, your Honor.

Q And if a cold buffet unit should come loose during a flight, would you expect an entry?

MR. HYMAN: Object on the same grounds that Mr. Cohen objected.

MR. DRIVER: I'll have to object too, your Honor. He's never worked for United.

THE COURT: Sustained.

MR. COHEN: Mr. Hyman opened up the door to it.

THE COURT: I know. But I sustained your

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

objection.

MR. COHEN: Before that, your Honor, he did ask some questions which I did not object.

THE COURT: That was your problem.

MR. COHEN: May I have that exhibit?

MR. HYMAN: Sure.

Q This exhibit from United Ramp Manual that Mr. Hyman was talking about relates, does it not, to Stretch 727's?

A Yes, sir.

Q And that's what you call a 200 series; it's the B727-222?

A Yes, sir.

Q And now, 222, look at this paragraph 3-G that Mr. Hyman did not talk to you about. Do you see that 3-G in the right hand corner?

A Yes, sir. That's almost unreadable.

Q Almost unreadable on your copy?

A Yes, sir.

MR. COHEN: Mr. Driver, do you have one?

MR. HYMAN: I gave the witness Mr. Driver's. I hope Mr. Driver has another copy.

MR. COHEN: May we have just a moment, your Honor.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

The legible copy reads as follows:

"If any latches or lights do not work, notify the ramp supervisor immediately so he can advise the maintenance group of the problem. If the buffet unit has broken loose in flight, the stewardess will advise the ramp serviceman servicing the buffet. He should immediately advise the ramp supervisor so that the maintenance group can inspect the buffet before it is removed from the aircraft."

Can you make out most of that on that copy that's in evidence?

A Yes, sir, I can.

Q If that United regulation was complied with by its own stewardess on a flight from Atlanta where a buffet had broken loose, with the destination of that flight being in New York, the ramp supervisor who the stewardess must report, would that be United people in New York?

A Yes, sir.

MR. HYMAN: I'm going to object to that.

Q Well, you don't have any maintenance group in New York; do you?

A No, sir.

Q Does United, to your knowledge, have a maintenance group in New York?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

A No, sir, I wouldn't know.

Q Is there something on the bottom of these buffets that relates to the locking of latching mechanism?

A There's two safety devices on the bottom.

Q Two what?

A Two safety devices on the bottom.

Q What are they?

A They're locks.

Q Are they like ratchets or teeth?

A Like teeth, yes.

Q Is that with the lever?

A Yes, sir.

Q Do you know what they're made of? Have you ever seen them?

A They look like cast iron.

Q Are they secured onto the buffet by some nuts, bolts, or welding?

MR. HYMAN: I'm going to object to leading the witness.

Q Can you tell us how they are secured on the buffet, if you know?

A They're -- they look like teeth or a ratchet kind, in a position, and they have two bolts in the bottom of them, and each one is in a piece, and they are secured by

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

screws that's put in the bottom, wood screws or something.

Q Does Dobbs have any responsibility or obligation under any contract or agreement that you are aware of to maintain or repair any of these blocks, or latches, or levers, or traps?

A No, sir.

MR. HYMAN: I'm going to object.

MR. DRIVER: I object to a limited interest.

THE COURT: He should know what's going on. I'll permit it.

Q So there's no doubt about it at all, you have in front of you five photographs that were marked as plaintiff's exhib s, supposedly depicting the kind of cold food buffet that we are dealing with in this case?

A Yes, sir.

Q You have these other three larger black and white photographs, showing the kind of cold food buffet that we are dealing with in this case; do you see that?

A Yes, sir.

Q They are all the same kind of cold food buffet, aren't they, in all those pictures?

A Except this one.

Q Right. This one, plaintiff's Exhibit 5A shows only a hot buffet, okay.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

A And this one.

Q And Plaintiff's 5 shows the locked doors to the galleys. So, you can't see anything inside.

A And this.

Q And Plaintiff's Exhibit 5-D shows the door. The cold buffets shown in Plaintiff's Exhibit 5B, and 5C, and the kind of cold food buffets shown in these three black and white photographs, defendant's Exhibits F and UF, and UE, they show the same kind of cold food buffet?

A Yes, sir.

Q And is that the kind of cold food buffet that you are familiar with and have been working with and teaching about for the last three years?

A Yes.

Q And when you described to this Court and jury earlier in your testimony as to how that kind of cold food buffet operated mechanically, with the pushing and pulling and leverage and all that, were you familiar with that by reason of what you have been doing for the last three years?

A Yes.

Q And you have been talking about the type of cold food buffets that show up in these pictures?

A Yes, sir.

MR. COHEN: I have no further questions.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

THE COURT: Thank you very much.

Next witness, please.

MR. COHEN: Defendants rest, your Honor.

THE COURT: Third party defendant?

MR. DRIVER: Your Honor, I have been in contact with my witness. He's purported out from his way from Kennedy right now, because as of this morning, at the time he started, he will only take 20 minutes. So, if you could go over to tomorrow, your Honor, and reason for the late factor in bringing him now, it was counsel's understanding about the reading of the --

THE COURT: I told you I wanted to finish the testimony today.

MR. DRIVER: It will only take 20 minutes.

THE COURT: What is he going to sy

MR. DRIVER: Some of the questions, at least to paragraph 3C that have been raised this afternoon.

THE COURT: Anything different from what this witness has said?

MR. DRIVER: There probably will be.

THE COURT: And are we going to have any rebuttal witnesses?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

MR. HYMAN: Unless something really unusual occurs, I would think not.

THE COURT: All right, 10:00 o'clock tomorrow.

I'm sorry, I thought we would be finished today. Ten o'clock tomorrow. We will have that witness on -- I want him on and off fast. If he's not here at 10:00 o'clock.

MR. DRIVER: He'll be here.

THE COURT: (Continuing) we will have our summations.

Make the summations brief. Counsel will remain, and I will talk about the charge.

Good night, ladies and gentlemen. Thank you very much.

(Whereupon the jury left the courtroom.)

THE COURT: Ladies and gentlemen, you have Court Exhibit 1. I would like to go over it and find out what objections if any, you have to the Court's charge so we can proceed promptly tomorrow.

MR. HYMAN: Your Honor, may I address myself to something else before we do that?

THE COURT: Yes, of course.

MR. HYMAN: Since the charge does deal with, as I understand it, Georgia Law, at the present time

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

there is some discussion about having some out-of-the jury's presence testimony in order for the Court to make its determination as to what choice of law will be applied. Might we have that in advance of our discussion of the charge, because our summation will depend in great part upon what your Honor will charge the jury?

MR. DRIVER: Your Honor, I think this will be the time to rectify that.

MR. COHEN: I was going to ask -- we can do that now. Can I put the plaintiff on for that purpose?

THE COURT: Certainly. The plaintiff will take the stand.

(Whereupon the plaintiff took the standing outside of the presence and hearing of the jury.)

(Continued next page.)

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

DIRECT EXAMINATION

BY MR. COHEN:

Q Ms. O'Gee -- Mrs. Collins, I've been thinking of you all these years as Ms. O'Gee.

A So have I.

Q In January of 1973, you filed a claim for Workmens Compensation Benefits for the injuries you claim you sustained on April the 23rd of 1972 is that correct?

A Yes.

Q And you filed that claim with Workmens Compensation Board of the State of New York; is that correct?

A Yes.

MR. HYMAN: I'll concede that.

Q And you obtained Workmens Compensation Benefits pursuant to the Workmens' laws of the State of New York; is that correct?

A Yes.

MR. HYMAN: Conceded.

Q Now, the house you purchased in Connecticut at number 4 Club Drive, New Milford, Connecticut, you purchased that house in July of 1972; is that correct?

A That's correct.

Q And that was some months after this alleged accident of April 23rd, 1972?

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

A That's right.

Q Now, prior to purchasing that house, you had a rented apartment in Queens, New York; did you not?

A Yes, I did.

Q And what's the address?

A 80-08 135th Street.

Q And did you have that rented apartment on April 23rd of 1972?

A Yes, I did.

Q The flight from Atlanta to New York, that was the return leg home of the trip that you had earlier made down to Atlanta; is that correct?

A Yes. That's right.

Q And where did the trip begin?

A Initially?

Q Yes.

A I'm not really -- oh, it started in New York.

Q It started in New York?

A Yes.

Q And at the time of this flight back, 476, you returned back to New York, which was the end of your tour of duty?

MR. HYMAN: That's conceded.

Q Is that correct?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

A Yes.

Q So your tour of duty embraced the flight you were on, began and ended in New York on April 23rd, 1976?

A Yes, sir.

MR. HYMAN: Your Honor, if your Honor please, I think we are wasting time about those facts. I think everybody agrees that that's what happened.

MR. COHEN: I just wanted to develop that for the record, if your Honor please. I have nothing further.

MR. HYMAN: May I?

CROSS-EXAMINATION

BY MR. HYMAN:

Q Ms. Collins, this home that your purchased in Connecticut in July of 1972, would you tell his Honor when it was that you contracted to purchase that particular property?

A It was either in the late April or beginning of May. It was in the Spring.

Q And had it been your intention prior to the Spring of 1972 to purchase a home in Connecticut?

A Yes, it was.

Q And was it your intention in the beginning of

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

1972 to continue to reside in Connecticut on a permanent basis?

A That's right.

Q And for how long prior to April of 1972 had you been a Connecticut resident?

A Since the Fall of '69.

Q Do you have your income tax returns?

THE COURT: Where was she living at the time of the accident? Did she have a place up there?

MR. HYMAN: Just one second.

THE COURT: Oh, all right.

Q Did you have a place to live in Connecticut in April of 1972?

A Yes, I did.

Q Okay.

And when you filed your 1971 and 1972 income tax returns, would you tell His Honor from what address you filed those income tax returns for each of those years?

(Handing to witness)

A 1971 was from Post Office Box in Sherman. I had Sherman, Connecticut.

Q Were you living in Sherman?

A I was living in New Milford.

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

Q And in 1972, from what address did you file your income tax return?

A 4 Club Drive, New Milford, Connecticut.

Q Insofar as -- withdrawn.

Did you have any credit cards in 1972 prior to April 23rd?

A I had a department store called Reids.

Q Okay.

And at what address did you receive bills from purchases from Reids?

A At the post office.

Q Was it a Connecticut Address?

A Yes, it was.

Q Was Reids a Connecticut Department Store?

A Yes, it is.

MR. HYMAN: That's all I have.

REDIRECT EXAMINATION

BY MR. COHEN:

Q This post office box, Sherman, Connecticut, I think that was just a box in the post office.

A Yes, it was.

Q Did you have some -- did you own a house in which you were living in Connecticut before you bought the one in New Milford?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

A No. I was staying with a friend. We had a house-trailer in New Milford.

Q In April of 1972, you were staying with a friend in a house-trailer in New Milford?

A Yes. That's correct.

Q Did your friend own the house-trailer?

A Yes. That's correct.

Q And you had a rented apartment in Queens that you rented?

A Yes, that's correct.

THE COURT: Anything further?

MR. HYMAN: No, sir.

MR. COHEN: No, sir.

MR. DRIVER: No, your Honor.

THE COURT: All right. Step down.

Could you excuse me for a second, gentlemen? Go ahead and take a look at the proposed charge to refresh your recollection while I take an emergency application.

(Whereupon a short recess was taken.)

(Continued next page.)

follows

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

R8

THE COURT: All right. Let's have the third party defendant, and we will argue this.

All right, gentlemen, let's see what we can do. What objections and requests do you have?

MR. HYMAN: Your Honor, there's a typographical error in --

THE COURT: Yes. I've corrected that. That was the last case I had. What else do you want?

MR. HYMAN: Judge, I have a comment on -- may I remain seated?

THE COURT: Of course.

MR. HYMAN: Thank you. On page three, I don't dispute what is said in the first full paragraph on that page, but I think your Honor has omitted the law of Georgia. As I pointed out in point three of trial memorandum dealing with the inferences that may be drawn from the happening of the accident.

Now, the way you leave it, mere conjecture is not enough, but I think incorporated into that part of the charge, what inferences the jury may draw from the factual context of this case.

THE COURT: You can argue that.

MR. HYMAN: But I think as a point in the

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

charge, I think the jury should be informed of -- well, we urge that Re: Simpson couldn't apply in this case.

THE COURT: Well, you can argue it to the jury.

MR. HYMAN: It's not a question of arguing it. I'm requesting that you insert the applicable law we feel applies to this case as it exists in point three of our --

THE COURT: I don't see how it can really help you. Is this in your request to charge?

MR. HYMAN: No, sir. See, our request, what happened -- I'm sorry, I do have a supplemental request. We do urge in our request a supplemental request which was submitted, one on New York Law, and one on Georgia Law. On page four we deal in terms of circumstantial evidence. I don't think your Honor has addressed himself to that.

THE COURT: I'm not going to. I think it just confuses the jury. I don't plan to marshal the evidence. We have three skillful attorneys here who are perfectly capable of summarizing the evidence better than I can, and I'm not going to tell anything about circumstantial or direct evidence.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

You can argue it.

MR. HYMAN: I must say, your Honor, with all due respect, I think it does inhibit the plaintiff in a situation such as exists in this case.

THE COURT: I don't think so.

MR. HYMAN: To have you not address the jury in your charge as to the inferences that maybe drawn based on the evidence adduced.

THE COURT: I'm certainly not going to do it. I don't plan to marshal the evidence, and I don't plan to give the jury confusing instructions on direct and circumstantial evidence. I'm not running a law class here. You gentlemen can argue anyway you want within reason.

MR. HYMAN: Other than that, your Honor, I have no request.

THE COURT: Defendant.

MR. COHEN: I'd like to object to the first full paragraph on the third page.

THE COURT: Excuse me for a moment. Yes, I'm sorry.

MR. COHEN: Object to the first full paragraph on the third page of your Honor's proposed charge, which starts off "In this regard, you must

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

consider the presence suddenly confronted by an unforeseen condition." It continues on.

If your Honor please, there's been no testimony whatsoever to lay a foundation for any emergency documents in this case. The only testimony is this: Flight had a normal takeoff, and everything was continuing normally, and the testimony is until 15 minutes for the three people in the plane to push this buffet back in place, and there's no testimony at all that it was emergent for Ms. Collins to do it by herself, and she couldn't ask the girl standing alongside of her to call up to the cockpit. I just don't think there's a foundation for that doctrine to be found here.

THE COURT: You can argue that.

MR. COHEN: I'm arguing to your Honor that there is no factual foundation for such a charge to be given.

THE COURT: Of course there is. The fact that an emergency exit was blocked, it was her duty as being in charge of stewardesses to immediately take action to unblock it. You never know in a plane like this, shortly after taking off, they may have to make an emergency landing. She may have to be

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

1
2 strapped into her seat immediately during an emergency
3 landing procedure, and if that exit was blocked, it
4 could have been a disaster. Certainly, if she's
5 telling the truth. I'm not taking a position on
6 that.
7 MR. COHEN: Judge, I would object to your
8 Honor charging about possible --
9 THE COURT: Page?
10 MR. COHEN: On page 5, 6 -- Five and six, your
11 Honor. Several instructions about a possible
12 future loss of earnings. There's been no testimony
13 in this case that Ms. Collins has sustained any
14 loss of earnings for April 23rd, 1972, following her
15 return to work after the laminectomy. In fact, the
16 testimony has been in '74 and '75 and '76, work, no
17 loss of work. Has been working overtime. Nor has
18 there been any testimony she's going to lose any
19 work.
20 MR. HYMAN: I join in that. Okay, we can
21 take it out. There's no proof.
22 THE COURT: You want to take it out? I'd
23 be delighted to take it out. Do you want to take
24 it out?
25 MR. HYMAN: No. Not the life expectancy

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

portion, but the jury's consideration about prospective lost earnings in the future. I agree there's no basis in the record.

THE COURT: You mean the top paragraph? The top paragraph on page six?

MR. COHEN: It starts before that. It starts on the paragraph on the page before where we talk about possible future loss of earnings.

THE COURT: You want the first sentence on the last full paragraph on page five beginning "you have also," come out, okay.

Plaintiff wants it out. I'll be delighted to take it out, and the whole first full paragraph on the next paragraph comes out complete, and then the last paragraph out. You want to take that all out? That whole paragraph on lump sum?

MR. HYMAN: Yes.

THE COURT: I'd love to take it out, because Judge Friendly insists that you put it in, and I hate to put it in the way Judge Friendly understands it. It is more important that you want me to take out the whole paragraph?

MR. HYMAN: Yes.

THE COURT: Do you agree?

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

MR. COHEN: Yes.

MR. DRIVER: Yes.

THE COURT: What else do you want?

MR. COHEN: May I at this time respectfully except to your Honor's failure to charge in accordance with my request to charge in which I would ask to be asked to be marked as a Court Exhibit for identification.

THE COURT: Well, all right. Mark the plaintiff's request, plaintiff's supplemental request, the defendant's third party request, and the defendant's request.

THE CLERK: Plaintiff's request to charge marked Court Exhibit 2; plaintiff's supplemental request Court Exhibit 3. Third Party Defendant's request Court Exhibit 4; and defendant's request to charge, Court Exhibit 5.

THE COURT: Now, what part is it?

MR. COHEN: Well, you didn't give number one.

THE COURT: I don't understand number one.

MR. COHEN: Judge, it's Georgia Law. It's almost a verbatim quote from the text. Number two comes straight from the quote.

THE COURT: I don't understand it. I can't

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

grant it. Two is denied.

MR. COHEN: Three, I think --

THE COURT: I've covered in substance.

MR. COHEN: But number four, it relates to what we call here a superseding or an intervening case, and I don't think we have a charge on that.

THE COURT: Well, I think you could argue that somebody came down and --

MR. COHEN: But her actions, her actions.

THE COURT: That's contributory negligence.

MR. COHEN: That's also a superseding, intervening cause.

THE COURT: No.

MR. COHEN: In this case it has to work both ways, Judge.

THE COURT: It's covered on the bottom of page two and the top of page three. Number four is also covered. Five is covered with the definition of negligence.

MR. COHEN: There is a distinction. The New York Court of Appeals recently recognized it.

THE COURT: This is number seven?

MR. COHEN: This is number six.

THE COURT: Six I don't understand. Six has

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

gone out of it. I can't believe --

MR. COHEN: That's the statute.

THE COURT: I couldn't understand the provisions.

MR. COHEN: With all due respect.

THE COURT: I certainly can't believe that that's the law, because it's not understandable.

MR. COHEN: With all due respect, the fact that the statute may not be understandable to you does not mean that you don't understand the law.

THE COURT: How can I charge a jury on something I can't understand.

You want 105-209 under damages? I've covered it. I think when I say that they are not entitled to recover for mere speculation and conjecture. I'll quote "105-209 -- " go ahead.

MR. COHEN: I don't think you have charged the inference rule, which I have requested in number eight.

THE COURT: No. That burden or proof probability. That's covered by probability in my definition. Denied.

MR. COHEN: Respectfully except. I don't think you charged contributory negligence as I have

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

requested in number nine, which also comes directly from the Georgia Statute.

THE COURT: Yes. But I've covered that by asking "find a percentage of negligence."

MR. COHEN: No. But you haven't charged them respectfully the way the statute reads.

THE COURT: One O five six O three. I don't think it applies to this case, because it says, "himself and he," and she's a female.

MR. COHEN: I think that's an interesting issue.

THE COURT: Do you want that in?

MR. COHEN: Yes.

THE COURT: I'll put that in. I'll put that in over here number 105603.

MR. HYMAN: Well, that has to be modified to the extent of the comparative negligence, Judge.

THE COURT: No, because we are not telling them the effects of the negligence.

MR. HYMAN: Judge, I would have to object and except to that portion of the charge.

THE COURT: You have given it to me as the present law of Georgia. Well, is it or is it not? I' ve asked counsel.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

MR. HYMAN: Judge, whatever the man photostated he photostated. I don't vouch for that being the law.

THE COURT: I'm going to assume it is. I don't have the statute. Make a note of it, and look it up tonight. If it's been amended tell me. I'm not going to look at the Georgia statute.

MR. COHEN: His office made the copy for me.

THE COURT: Check tonight. They may have amended this whole section because of the changes in the law of negligence.

MR. HYMAN: Judge, what I am bothered by is that particular section. That section seems to sound as though contributory negligence of the plaintiff is a total bar to her recovery.

THE COURT: No, because I'm going to give them the specific questions in their resolution. Go ahead.

MR. COHEN: Respectfully ask your Honor to charge number ten. Testimony in this case being that those locking levers in the up and down position are very visible.

THE COURT: I'll put in the first part. I obviously can't in the part of failure to do so

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

requires dismissal.

MR. COHEN: No. That's true.

THE COURT: I'll put in the first portion of it right after 105-603.

MR. COHEN: I ask your Honor to charge number 11.

THE COURT: That clearly can't be the law of any place. If they hadn't been able to expect a particular back injury -- suppose you fell on your feet.

MR. COHEN: If it feels fine -- I wouldn't even be in this courtroom if she fell on her foot.

THE COURT: Eleven is denied.

I don't want to discuss number eleven.

MR. COHEN: Twelve is the law. She testified to it, first attempted pushing. She felt something in the back when she made three other efforts.

MR. HYMAN: I would object to that, your Honor, on the ground that the first effort caused her disc problem, and that's what the measure of damages that the defendant will have to bear.

MR. COHEN: Your doctor didn't say that as the first cause.

MR. HYMAN: She said she felt a twinge upon --

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

THE COURT: Excuse me. I don't think I can give the second sentence, because of the emergency situation. I'll give the first sentence and say, "you can consider this in connection with the claim of contributory negligence."

The emergency was that there was an exit to be blocked if she was to be believed. Supposing the pilot had said, "we've just been informed we have to make an emergency landing. Everybody fasten seat belts."

MR. COHEN: Then you have got an emergency. No doubt about it.

THE COURT: It would be too late to do it. You can consider that in connection with her contributory negligence, if any. I will put that right after your paragraph ten.

MR. COHEN: For the sake of the record now, is this proper time for me --

THE COURT: You didn't ask me about 13.

MR. COHEN: You are charging that.

For the sake of the record, should I be renewing my motions and asking for judgment in favor of the defendant, plus the additional testimony that's been adduced, which only establishes that there was

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

no actionable negligence at all on the part of the defendant?

THE COURT: You do that. And I deny your motions.

MR. DRIVER: Your Honor, on page three, I'm assuming what concerns the third party action, Dobbs Houses and United, that all factual circumstances surrounding that action are Georgia.

THE COURT: Yes.

MR. DRIVER: On that, I would just think that the charge on the third full paragraph where it says, "if you find that Ms. Collins was contributory negligent you must then determine to what extent causing her injury was attributable. You might, for example, find over 50% due to her own negligence and 50% due to the negligence of the other parties."

Now, what I'm saying is this. As far as liability, your Honor, if they were to say hypothetically 40% plaintiff, 60% defendants --

THE COURT: No. But you see, I'm giving them a specific set of questions. Look at the last page. Ask them what was United negligent? What percentage Dobbs was negligent? The reason we are doing that is if this case be taken to the Court

PENGAD CO., BAYONNE, N.J. 07002 · FORM 740

of Appeals if there should be a verdict for the defendant, the Court may find something else.

MR. DRIVER: Your Honor, this is the Dobbs Houses.

THE COURT: Do you want me to decide the claim over?

MR. DRIVER: Yes. I would also --

THE COURT: Have it nonjury?

MR. COHEN: I wouldn't.

THE COURT: We will have to give them the contract.

MR. COHEN: The contract is a matter of judicial determination. It's a fact for the jury.

THE COURT: In other words, I give them this charge with these questions when they come in. Then you will argue from the contract, from the application, if any.

MR. COHEN: I would think that's --

THE COURT: In other words, I will decide on the contract after the jury verdict.

MR. DRIVER: Correct.

THE COURT: Mark the contract and I will decide this.

THE CLERK: Third party defendant's UI.

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

THE COURT: Okay. Thank you gentlemen.

MR. COHEN: Thank you, your Honor.

(Whereupon court was adjourned at 5:10 P.M.)

* * *

PENGAD CO., BAYONNE, N.J. 07002 - FORM 740

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

VOLUME 4

KATHLEEN O'GEE COLLINS,

Plaintiff,

-against-

DOBBS HOUSES and UNITED AIRLINES

Defendants.

74-C-566

United States Courthouse
Brooklyn, New York

March 10, 1977
10:00 o'clock A.M.

B e f o r e :

HONORABLE JACK B. WEINSTEIN, U.S.D.J.

PAUL AUERBACH
ACTING OFFICIAL COURT REPORTER

APPEARANCES:

HARRY LIPSIG, ESQ.

Attorney for Plaintiff

BY: ARTHUR HYMAN, ESQ., of Counsel

ALEXANDER, ASH, SCHWARTZ & COHEN, ESQS.

Attorneys for Defendant
DOBBS HOUSES

BY: JOSEPH A. COHEN, ESQ., of Counsel

DONALD DRIVER, ESQ.

Attorney for Defendant
UNITED AIRLINES

THE COURT: Mark the revised charge in accordance with discussions at the end of the day yesterday. Mark it as a Court exhibit and give counsel copies of the revision.

THE CLERK: Court Exhibit 6.

THE COURT: Is there an application before the jury is brought in?

MR. HYMAN: Yes, sir. Your Honor, in light of the testimony of the last witness yesterday, and I was informed by Mr. Driver that he has no witnesses on his case, notwithstanding your Honor's reluctance about reading depositions, I have only six or seven pages of Mr. Griffith's deposition in rebuttal. The substance would be to contradict what Mr. Maloch testified to yesterday insofar as how the mechanism is activated and locked.

THE COURT: I think that's fair.

MR. COHEN: I would object to that, your Honor. That's not rebuttal. That's part of his direct case, and it comes out of sequence now, and it comes at a time when I can't respond to it.

THE COURT: No, I'll permit it. It was supposed to come in, because the third party defendant was supposed to have a witness here. All right, let's get the jury set. All right, bring in the

jury.

(Whereupon the jury entered the courtroom.)

THE COURT: Good morning, everybody. We will have a little more reading.

MR. HYMAN: With the Court's permission, it will be a brief reading.

Ladies and gentlemen, I'm reading again from the deposition of Mr. Griffith, the witness produced by United Airlines at a deposition conducted on April 23rd of 1976. Turning to page 55, line 4:

"Question: Would the caterer use any equip- to connect with the aircraft in this operation of bringing the Ford aboard?

"Answer: Yes.

"Question: What did that consist of, sir?

"Answer: In order to board the equipment that we use on our aircraft, it would be necessary to have the boarding ramp, transport dolly and transfer dolly, as well as the buffet.

"Question: Would that be brought to the aircraft and made contiguous with the aircraft?

"Answer: Only the buffet unit.

"Question: Would that include the two separate units, one, the so-called cold buffet and the other one the so-called hot food?

1 "Answer: Yes, it would.

2 "Question: Now, who, sir, would take over
3 after that was done, at the point of the entry on the
4 aircraft?

5 "Answer: The entry onto the aircraft, the
6 ramp service or the caterer is still operating the
7 buffet units.

8 "Question: Would that ramp, sir, be brought
9 to a particular door of the aircraft?

10 "Answer: Yes, it would.

11 "Question: Which door would that be?

12 "Answer: It would be brought to the galley
13 service door.

14 "Question: Is that a separate door from the
15 passenger entrance door?

16 "Answer: Yes.

17 "Question: Where was the galley door located
18 with respect to the particular aircraft under
19 siscussion?

20 "Answer: It's located on the left hand
21 side of the aircraft in the forward section of the
22 fuselage."

23 Line 16.

24 "Question: Did these rails that you described
25 run right up to the entrance of this galley door?

"Answer: No, they do not.

"Question: From the galley door, will you take it from there and describe the operation, please.

"Answer: The buffet is pushed up the boarding ramp, through the galley door, onto a transfer dolly. The unit is then moved either forward or aft, depending on whether it's a hot or cold unit, into its respective galley location. At this time it engages the rails. When it is in its fully on position or fully loaded position, the latches are activated, the transport and transfer dollys are then removed. The same procedure then occurs for the hot unit. The unit is then attached to the aircraft's electrical system, to keep the hearing process working, and the ramp and the two dollys are than removed and the cabin doors or service doors closed."

Page 81, line 5.

"Question: When the coal service unit is put in, I take it from your previous testimony that is procured by someone using their foot, by pressing down; is that correct?

"Answer: Normally that's the manner.

"Question: How is it unsecured?

"Answer: Either by using your foot or it's possible, if you have a small enough foot, to slip the lever up with the welting on your shoe."

THE COURT: That constitutes all the evidence the case now?

MR. HYMAN: Yes, Sir.

MR. DRIVER: Yes, it does, your Honor.

THE COURT: I assume for the record the same motions will be made and the same rulings will be noted.

Is there anything you want to add before we have argument?

(No response.)

All right, we will argue very shortly.

THE COURT: I think I will let you go to lunch before we have the charge. Come back at 1:30.

Counsel will remain for a moment. You can go out. Don't discuss the case.

(Whereupon, the jury left the courtroom at 12:40 p.m.)

THE COURT: You've all had the charge now, rexeroxed, with the suggestions incorporated. There's

one thing on Page 7. I indicated that in summation the attorneys suggested a specific amount, but he didn't do that. Shall I take that paragraph out except for the last sentence?

MR. HYMAN: Certainly.

MR. COHEN: Yes. And if your Honor please would you also please eliminate on Page 6.

THE COURT: I'll just have the last sentence on Page 7.

MR. COHEN: Judge, on Page 6 you referred to medical expenses. May I, at this time, since none has been approved, move that that be stricken from this case.

THE COURT: What paragraph?

MR. COHEN: At the very top of Page 6.

MR. HYMAN: I would go along with that. There is no proof of any medical expenses.

THE COURT: Right. Okay. Otherwise we will give it to them this way, and I will give them what is now marked Court Exhibit 7, which is a copy of the questionnaire. All right, if you will be back --

MR. HYMAN: Judge, we have on minor problem. We can't find the hospital record that was marked, and the only thing is, we can substitute Mr. Cohen's

but he has marked his up with underlines and stuff.

THE COURT: Okay. Well, we will ask them the questions and they will answer them. 1:30.

(Whereupon, a lunch recess was taken.)

(Time noted 1:35 p.m.)

MR. HYMAN: Your Honor, we can't find the hospital record. We will have to substitute what Mr. Cohen has.

THE COURT: All right.

MR. HYMAN: Thank you. Can you make some kind of mention about it? I don't know, because --

MR. COHEN: Let's wait. They may not ask for it. I think we are just anticipating.

MR. HYMAN: Well, if they should.

MR. COHEN: If they should we will see what we have got.

MR. HYMAN: I don't know where they are. I never took them out of the courtroom.

THE COURT: I've never seen them.

MR. HYMAN: Because I normally leave my exhibits in the courthouse.

MR. COHEN: Why don't you relax. Nobody's making any fuss about it.

MR. HYMAN: I'm just concerned about where it

is.

(Whereupon the jury entered the courtroom.)

THE COURT: I'm going to tell you what the law is. You will be the sole deciders of the fact. We actually have two lawsuits here. We have the plaintiff suing Dobbs, and Dobbs in turn has sued United.

She claims that the negligence of Dobbs caused her accident, and Dobbs claims that if an accident occurred and if there were damages as a result, it was the result of United's negligence.

So that if Dobbs is liable to Mrs. Collins, United is liable to Dobbs. But, that aspect you really don't have to concern yourself with, because as I will indicate to you, your problem, I think will be simpler as a result of the way counsel and I have set up the questions for you.

Now, you are going to have to draw reasonable inferences based upon your knowledge of life and how things are conducted generally. You will have to do it, however, on the basis of the evidence, and that is the testimony and the exhibits. If you want the exhibits send in a note, Mr. Foreman, and we will send in whatever you want.

All the parties here are entitled to equal consideration. Nobody is entitled to any sympathy. Nobody is entitled to any favor. You should be objectionable.

I am going to mention a term "burden of proof" a number of times, and I want to explain it to you, therefore. When we say that a party has the burden of proof upon an issue, we mean that with respect to that issue that party must convince you that it's more likely than not that his or her contentions are true. So if you find as to any issue on which a party has the burden of proof that the evidence is equally balanced, than the party with the burden has to lose on that issue, and you can consider the evidence no matter who introduced it, because we don't expect certainty in cases of this kind. All that the law expects is that the probabilities that be determined from the evidence, and that they be in favor of the party who has the burden of proof on that issue.

The plaintiff has the burden of satisfying you with respect to three elements:

One, the negligence of the defendant, Dobbs;

Two, that that negligence caused damage to her;

Three, to the amount of damages.

By "negligence" we mean the absence of the kind of care that a reasonably prudent person or institution would take under the circumstances. Such a reasonably prudent or institution is expected to take reasonable care to foresee the consequences of his or its action or failure to act to avoid accidents. But, a party is only liable for the natural and foreseeable consequences of its actions. It cannot be liable for an injury which could not reasonably be expected to result from its act or failure to act.

When we say something "caused"someone else in the context of this case, we mean that it was a substantial factor, and that without it, the occurrence would not have taken place. It needn't be the only cause, but where an injury would not have resulted from a defendant's act without some additional, independent, unforeseeable cause, then the defendant's act is not a cause of the injury, as the term "cause" is used in this case.

It's the plaintiff's burden to prove that the case of the alleged accident was some negligent act of the defendant Dobbs, and mere conjecture here is not enough.

If you find that Dobbs House was negligent, and that its negligence caused the harm to Mrs. Collins you must then determine whether or not Mrs. Collins, herself, failed to exercise that degree of care that a reasonably prudent person would have used under the same circumstances. If you find that she did not use such care, then she's guilty of contributory negligence.

In this regard, you may consider the fact that a person who is suddenly confronted by an unforeseen condition, if it's not brought about by her own negligence, and which she reasonably believes to be dangerous, may not be charged with negligence if she acts as a reasonably prudent person would act under the same circumstances, and this is so even if it appears afterwards that she did not take the safest course or exercise her best judgment.

That's really part of the same test of negligence. You have to act reasonable as a prudent person under those circumstances would have acted.

If you find that Mrs. Collins was contributorily negligent you must determine what percent of the total negligence causing her injury was attributable to her own acts. You might, for example, find that her accident, if occurred, was 50 percent due to her

negligence or 25 percent or 100 percent or whatever. Part of the law which is applicable here, under the applicable statute is, if a plaintiff, by ordinary care, could have avoided the consequences to herself caused by the defendant's negligence, she's not entitled to recover. In other cases a defendant is not relieved, although the plaintiff may in some way have contributed to the injuries sustained. So, you will have to first figure percentages, if you get to that point.

Where the danger is apparent, or is reasonably to be apprehended, the rule requiring a plaintiff to avoid consequences of defendant's negligence applies. The plaintiff has admitted that she continued pushing the buffet in question knowing that doing so created some pain in her back is a matter you can consider in determining whether she was guilty of contributory negligence in pushing the second time when she said, as I recall, additional pain.

Now, turning to the claim by Dobbs House against United Airlines, Dobbs has the burden of proving that United or its employees -- when I say, "Dobbs," I mean Dobbs or its employees; obviously when I say, "United," I mean United or its employees --

were negligent, as I have defined that term, and that their negligence caused the plaintiff's accident.

If you find that United was negligent, you must also find the proportion which its negligence played in causing the accident. In other words, your verdict will indicate whether Dobbs House, United Airlines or Mrs. Collins were negligent, and the extent to which the negligence, if any, of each party contributed to the accident.

Now, about the amount of damages, if you should get to that point. This is not an intimation, of course, that you should find any amount of damages or that any of this took place. That's entirely up to you.

Plaintiff is not entitled to recover damages based upon mere speculation and conjecture. The only damages recoverable in this action are those that are actually proved by the greater weight of the evidence to have come about as a direct and promximate result of the defendant's actions or failures to act. The burden of proof is on the plaintiff to establish each element of her damages by a preponderance of the evidence.

Now, again I will read you from one of the

applicable statutes. "Damages which are the legal and natural result of the act done, though contingent to some extent, are not too remote to be recovered; but damages traceable to the act, but not its legal or natural consequence, are too remote and contingent."

You must rencer a verdict in the sum of money which will justly and fairly compensate the plaintiff for all loss proximately resulting from the injuries she sustained as a result of the accident.

You should include in your verdict an award for the injury you find she suffered, and for the conscious pain and suffering which you find to have been caused by the incident. Plaintiff is entitled to recover a sum of money which will justly and fairly compensate her for her injury and for her conscious pain -- or physical or mental or psychic -- and suffering to date.

You may also find that the injuries suffered by Mrs. Collins are still disabling her.

You must therefore make such an allowance in your verdict, as you think that circumstance warrants for plaintiff's future pain and suffering, taking into consideration the period of time that has elapsed from the day of the injury to the present time, and

the period of time plaintiff can be expected to live.

R8 Mortality tables for a plaintiff who is now 28 years of age indicate that she would have a life expectancy of 49.9 years. Those are just statistical averages. Life expectancy may be considered by you together with your own experience and evidence you have heard concerning the condition of plaintiff's employment activities in determining what the plaintiff's present life expectancy is.

Your damage award, if any, should be based upon the testimony and other evidence received during the trial. Carefully scrutinize and recall all of the testimony and circumstances under which each witness testified. Every matter in evidence which tends to indicate whether a witness is worthy of belief. Consider the witness' intelligence, motive, state of mind and demeanor, and manner while on the witness stand. The way the testimony was given, if it was in a deposition or if there was any contradictions. Any relation that the witness may bear to either side of the case, and the manner in which the witness might be affected by the verdict, and the extent to which the witness' testimony is either contradicted or corroborated by the evidence.

There are a number of experts who testified here. An expert gives an opinion, but that value depends upon the expert's qualifications, experience, and interest in the case, and other aspects of the credibility. So you can use your judgment and consider any of the experts testimony or parts thereof that you think are credible.

If you find that the experts relied upon information which wasn't a factor then of course that part of the expert's opinion should be ignored. If you find that a statement made by a witness or party is false in whole or in part, you may disregard that portion which you find is false or the entire testimony, but remember that a witness may be mistaken about portions of what happened and be accurate about other portions, and you will have to decide that.

If you want any exhibit, as I say, let me know. If you want any of the testimony reread, let me know. It's still in the machine. It hasn't been typed up, so it takes time to get it. Try to be as succinct and precise in your request as you can, otherwise we will spend days looking for it and reading it back. If you need any further explanation on the law I will be happy to try to give it to you.

Each of you is entitled to your own opinions. You exchange your views with your fellow jurors. That's the purpose of these deliberations. Listen carefully to each other.

You should reach a decision only after you have discussed the matter thoroughly. Don't hesitate to change your opinion if you think somebody else is right and you are wrong, but not merely because you are outweighed or outnumbered. Each of you is individually to decide the case, but that decision has to be unanimous. It's not like a state verdict. It has to be a unanimous verdict of all six jurors.

Is there any objection to my releasing the alternates?

MR. HYMAN: No, sir.

MR. DRIVER: No, your Honor.

MR. COHEN: No, sir.

THE COURT: All right, the alternates are released. Thank you. Your service is finished. Get your things, please. Don't discuss the case until after the verdict is in. Thank you.

Do we have a Marshal here?

THE CLERK: Yes, Judge.

THE COURT: Do you gentlemen want to see me at

the side bar?

(Whereupon, the lawyers came up to the side bar.)

THE COURT: Incidentally, I meant to tell you, while these gentlemen are here, I'm going to give you a slip, and I'll read it to you, and you can use it. You can fill it in if you want in pencil, because when you come in I am going to ask the Foreman these questions.

The first question is, was Dobbs House, Inc., negligent in any way that caused harm to Mrs. Collins; yes or no. If you answer no, you don't have to go any further. If you answer yes, then you have to decide what percent of the total negligence in causing the accident is attributable to Dobbs. That's the second question.

The third question is, was United Airlines, Inc., negligent in any way that caused harm to Mrs. Collins?

If the answer to three is "Yes," then what percent of the total negligence causing the accident is attributable to United Airlines; and Paragraph 5, was Mrs. Collins negligent in any way that caused harm to herself?

1 You have to answer that question if you answer
2 one "yes."
3 If the answer to that question 5 is yes, then
4 what percent of the total negligence causing the
5 accident is attributable to Mrs. Collins?
6 Then 7, what are the total damages, if any,
7 suffered by Mrs. Collins as a result of the defendants
8 negligence.
9 (Whereupon the following was heard outside
10 the presence of the jury.)
11 THE COURT: I'm going to make that s' because
12 there's two defendants. Otherwise --
13 MR. HYMAN: There is only one defendant.
14 MR. COHEN: You are right, Judge. It should
15 be done your way.
16 THE COURT: What do you want?
17 MR. DRIVER: There is literally, technically,
18 only one defendant.
19 THE COURT: All right. Well, I will say what
20 are the total damages, if any, suffered by Mrs. Collins
21 as a result of the incident.
22 MR. DRIVER: Excellent.
23 MR. HYMAN: Yes. If you get to seven.
24 MR. COHEN: I think it helped him. I don't
25

1

2 know why he objected.

3 THE COURT: Then I will let it go in as is.

4 It was approved yesterday without comment.

5 (Whereupon the side bar was concluded and

6 the following took place before the jury.)

7 THE COURT: Would you give Court Exhibit 3 to

8 the foreman and give them some paper and pencil.

9 Swear in the Marshall, please.

10 (Whereupon the Marshal was sworn in by the

11 Clerk of the Court.)

12 THE COURT: All right, would you retire to

13 consider your verdict.

14 If you want anything, telephone calls, refresh-

15 ments, anything, let us know. We will try to make it

16 as pleasant as possible. You want all the evidence?

17 JUROR NO. 1: Yes.

18 MR. HYMAN: Judge, may we have an instruction?

19 THE COURT: Well, one of the documents, the

20 hospital record, we don't have the original, and it

21 got marked up by one of the parties. You are to ignore

22 the underlining, would you. It's got nothing to do wit

23 it.

24 All right, we will send it in.

25 (Whereupon the jury left the courtroom to begin

its deliberations.)

THE COURT: Okay, do you want to get together and let me know, and then I will come in when they are ready, let me know.

(Whereupon the jury began its deliberations at 2:00 o'clock.)

(Time noted: 2:05 p.m.)

THE CLERK: Jury note marked Court Exhibit 8. Medical records marked 2A and 2B in evidence.

THE COURT: All right, may I have the documents. Plaintiff's 2A and 2B substituted for the original, which can't be found. Plaintiff's 3, two X-rays which I will clip together. The diagram of the plane escape hatch is Plaintiff's 4. The Polaroid shots, 5B, 5C, 5B, 5A and 5. Plaintiff's 6, the check list. Plaintiff's 7 --

MR. DRIVER: Aircraft 7623, the log.

THE COURT: Defendant's A, physician's examination report. Defendant's B, January 31st letter. Defendant's C, January 15th letter. Defendant's D, Stewardess maintenance request card. Defendant's U1, picture. UH, picture, UI, UJ. I guess that's US in evidence, pictures. H, in evidence, United instructions. Defendant's E, schematics.

Will you give that to the Marshal and ask him to give it to the jury, please.

MR. HYMAN: Thank you, your Honor.

THE COURT: I'm only going to keep this jury until about 5:30. I don't see any point in having them deliberate at night; do you?

MR. DRIVER: No.

MR. COHEN: Whatever you say.

THE COURT: Can we get a stipulation if one of them doesn't show up, that a unanimous verdict of five -will do?

MR. HYMAN: Let's think about it.

THE COURT: Well, think about it. They may come in fairly quickly, although they seem to want a free meal. All right.

(Whereupon a recess was taken at 2:18 p.m.)

(Time noted 3:00 o'clock p.m.)

THE CLERK: Jury note marked Court Exhibit 9.

THE COURT: All right, bring in the jury, please.

(Whereupon the jury entered the courtroom.)

THE COURT: You want the charge on part of it?

JUROR NO. 1: You had read a list of charges that went.

THE COURT: Questions. Didn't you get this?

I sent it in.

JUROR NO. 3: No. That's not what he's looking at.

JUROR NO. 1: That's not what I was looking for. I thought you had given me a whole reading of many, many things.

JUROR NO. 2: I believe it's what you call the charges.

THE COURT: You have this one.

JUROR NO. 1: I have that?

THE COURT: You want the definitions of negligence and things like that? I don't understand quite what you want. You want me to read the whole thing? I will do it if that's what you want.

JUROR NO. 1: I thought maybe we would get a copy of that. You see, it kind of helps refresh -- I mean, there were so many.

JUROR NO. 2: We had a feeling we are forgetting something.

THE COURT: What do you want to do, gentlemen. Please, the side bar.

(Whereupon a side bar was had outside of the presence of the jury as follows:)

THE COURT: Should I give them the charge?

MR. COHEN: I have no objection to it.

THE COURT: Do you want me to give them the charge?

MR. DRIVER: I have no objejtion.

THE COURT: Do you want to give them the charge?

MR. HYMAN: No problem with the charge. There are certain things that have to be eliminated.

MR. COHEN: I think we can agree on what's been eliminated, and we can just give them that.

MR. HYMAN: I would think offhand it would have -- you didn't read it word for word, and you really read the substance.

MR. DRIVER: It was not word for word.

MR. COHEN: There was no word difference.

MR. HYMAN: Look, let me pick up on that. Who knows. We can all agree the substance of it was read, except for minor editorializing by your Honor.

THE COURT: Well, I will blank this out, except for one sentence. I will add the bottom of Page 6.

(Whereupon the side bar was concluded and the following took place before the jury:)

THE COURT: Why don't you go back in, and we will try to work it out for you.

(Whereupon, the jury left the courtroom.)

THE COURT: Do you want to examine that?

MR. HYMAN: Thank you very much.

THE COURT: It's redacted. Is that satisfactory?

MR. COHEN: Yes.

THE COURT: Mark that as a Court Exhibit, and we will send it in.

THE CLERK: Marked Court Exhibit 10.

THE COURT: I said I am not going to hold them beyond 5:30. Have you decided about what you want to do?

MR. COHEN: We will let you know.

(Whereupon, a recess was taken as the jury continued deliberations.)

(Time noted: 4:40 p.m.)

THE COURT: I have a note from the jury indicating they have reached a verdict. I am going to hand the note back to the Foreman, but then they can examine it, Court's Exhibit 7, so they can examine it. Ask the jury to come in, please.

THE CLERK: Note is marked as Court Exhibit 11.

(Whereupon, the jury entered the courtroom.)

THE COURT: Mr. Clerk, take the verdict.

THE CLERK: Mr. Foreman, please rise. Please

just answer the question.

THE COURT: Excuse me, I want no reaction from anybody in the courtroom to the verdict.

THE CLERK: Number 1, was Dobbs House, Inc., negligent in any way that caused harm to Mrs. Collins?

JUROR NO. 1: Yes.

THE CLERK: Number 2, if the answer to Question 1 is "Yes", then what percent of the total negligence causing the accident is attributable to Dobbs House, Inc.?

JUROR NO. 1: 100 percent.

THE CLERK: Number 3, was United Airlines, Inc., negligent in any way that caused harm to Mrs. Collins?

JUROR NO. 1: No.

THE CLERK: Number 5, was Mrs. Collins negligent in any way that caused harm to herself?

JUROR NO. 1: No.

THE CLERK: Number 7, what are the total damages, if any, suffered by Mrs. Collins as a result of the defendant's negligence?

JUROR No. 1: $170,000.

THE CLERK: Mr. Foreman, ladies and gentlemen, as the Court has received your verdict, you answered yes to Question Number 1, was Dobbs House, Inc.,

negligent in any way that caused harm to Mrs. Collins. And the question Number 2, you answered 100 percent, which was if the answer to Question Number 1 is "Yes," then what percent of the total negligence causing the accident was attributable to Dobbs House, Inc.

Your answer to Number 3, "Was United Airlines Inc., negligent in any way that caused harm to Mrs. Collins,"and your answer was no.

Your answer to Number 5 was no, "Was Mrs. Collins negligent in any way that caused harm to herself;

And your answer to Number 7, was $170,000, which was, "What are the total damages, if any, suffered by Mrs. Collins as a result of Defendant's negligence?"

THE COURT: Poll the jury, please.

THE CLERK: Please be seated.

Yes or no, that is your verdict, Juror No. 1?

JUROR NO. 1: Yes.

THE CLERK: Yes or no, that is your verdict, Juror No. 2?

JUROR NO. 2: Yes.

THE CLERK: Juror No. 3, yes or no, is that your verdict?

JUROR NO. 3: Yes.

THE CLERK: Juror No. 4, is that your verdict?

JUROR NO. 4: Yes.

THE CLERK: Juror No. 5, is that your verdict?

JUROR NO. 5: Yes.

THE CLERK: Juror No. 6, is that your verdict?

JUROR NO. 6: Yes.

THE COURT: Gentlemen, is there any reason why this jury should not now be discharged?

MR. HYMAN: No, sir.

MR. COHEN: No, sir.

MR. DRIVER: No, your Honor.

THE COURT: Thank you, ladies and gentlemen. Now, how long have you served. Is this your first week?

JUROR NO. 1: This is my first time, yes.

THE COURT: You can go downstairs, and they will tell you --

JUROR NO. 3: no.

THE COURT: Is this your first week?

JUROR NO. 1: No. This is my second week.

THE COURT: You are through. Go down and tell them I don't want you to have to come back tomorrow. Good night, thank you very much.

(Whereupon, the jury left the courtroom.)

THE COURT: Motions.

MR. COHEN: If your Honor please, I would like to move to satisfy the verdict and to have presented as a matter of law to the favor of the defendant, on the ground that there was no evidence from which this jury could find that there was any actionable negligence on the part of Dobbs House.

THE COURT: Denied.

MR. COHEN: I would like to move to satisfy the verdict as being excessive and contrary to the weight of the law and the weight of the facts, and the weight of the evidence and the law.

THE COURT: Denied. It seems like a perfectly reasonable verdict in view of the evidence that I heard, and my observations of this plaintiff.

I told counsel for the defendant, Dobbs, that based on the evidence as I knew it, before the case, the verdict of up to $200,000 would be permitted to stand. The woman has suffered very serious injuries and suffered great pain, and I think the verdict was just. Whether I agree to the same verdict is of no significance.

Now, what do you want to do? Do you want the Court to hold all the papers in the file in case you want to make an appeal? It might be the easiest way

to do it, since there aren't too many, or do you want to return them?

MR. COHEN: I think it might be advisable if the Court kept them in the file.

R9 THE COURT: Put them all in an envelope and put them in a file so we have them available for appeal. Otherwise it will disappear. We have already lost one document.

Thank you very much for a very nice trial. I enjoyed it, but I think this also avoids any necessity of considering the problem of conflicts.

In any event, my rulings on the facts with respect to conflicts stand, and my ruling on the law with respect to the conflicts stand. Thank you very mucy, gentlemen.

MR. DRIVER: Your Honor.

MR. HYMAN: Your Honor.

MR. DRIVER: I'm sorry.

MR. HYMAN: Your Honor, Mrs. Collins wanted to thank you before the verdict came in for the conduct of the trial, and I do so now.

THE COURT: I refuse to accept the thanks. We try all cases the same.

MR. DRIVER: Your Honor, third-party defendants

United Airlines now would like to move on its counterclaim of Dobbs House pursuant to the counterclaim.

THE COURT: What kind?

MR. DRIVER: Attorney's fees, costs and trial expenses. That's included in the terms of the contract.

THE COURT: I don't understand the theory on which you would get attorney's fees.

MR. DRIVER: That's what's contracted for, your Honor, according to Georgia law. The Court would reserve decision, the Court will find attorney's fees are justified.

THE COURT: I'm certainly not going to do any research. You have to brief it.

MR. COHEN: There's been no proof of that element at all. They've rested.

THE COURT: Let's see if we can close out the case, and not drag this thing on.

I don't see that this is a applicable. This would apply, for example, if they were moving their filled buffet and fell on the foot of a passer by, and the passer by sued United. Then you would have to defend, and you can get compensation. I don't see how this applies to a third-party complaint.

MR. DRIVER: In connection with the services which

Dobbs Houses were to perform in this case, we have found not to be negligence.

THE COURT: Nobody is suing you. Certainly Dobbs is entitled to bring you in as third-party defendant.

MR. DRIVER: I respectfully disagree with your Honor.

THE COURT: Well, I'm going to deny your counterclaim with leave, if you like to brief it and make a motion.

MR. DRIVER: Very good, your Honor.

THE COURT: But I just don't see it. I really don't. I don't see the point in continuing this. I think you ought to close it out. What's the point?

All right, I must say I thought that counsel for Dobbs handled the case excellently. I don't see how counsel for Dobbs could have handled the case any better, and it's clear from the discussions by the Court on settlement before the trial began that the insistence to go forward came from the client and not from counsel. Thank you.

MR. HYMAN: Thank you, your Honor.

MR. DRIVER: Thank you, your Honor.

(Whereupon, these proceedings were concluded.)

* * * *

Plaintiff's Exhibit 2A

THE GENESEE HOSPITAL ADMISSION RECORD

PATIENT'S NAME LAST FIRST MIDDLE	518	DISCHARGE DATE-TIME 5/26/73	DISCH. TO Home
06775	PHONE 283-	TR. DATE / TR. FR. TO	TR. DATE / TR. FR. TO
W Cluny Dr New Milford Conn,	354-0555		(1)
ADMITTING DATE / TIME / ROOM NO / BED NO / ROOM	CLASS PAT. / NO. OF PLANS / RATE	HOW BILL IS TO BE PAID	
M63793-1 5-15-73 2:45p M401 SEMI	INS $74.00		
REFERRED BY / CODE		See below	SUP / MED-SUR / DEP / SUB
SURG Dr. W. Cotanch W. Cotanch		no	
PATIENT'S NAME (MIDDLE)	ROOM NO	INSURANCE	POLICY NO
[illegible] (MICS)+	M401	COHP carrier Asso Safety andClair 475 Park Ave S. New York City 10016	
Buffalo 9 19 48 24 F	MARITAL STATUS / CODE	Self Ensured	
RELIGION / CODE / RACE	SOC. SEC. NO. PATIENT	SOC. SEC. NO. (GUARD.)	PHONE NO. (GUARD.)
Prot/ Presby W			
ATTENDING PHYSICIAN / CODE		PERSON ASSUMING FINAN. RESPONS.	RELATIONSHIP
W.Cotanch		Self	
NEAREST RELATIVE	RELATIONSHIP	ADDRESS	ZIP
Mr and Mrs Russell O;Gee	parents		
ADDRESS / ZIP	PHONE NO.	OCCUPATION OF ABOVE	LENGTH OF EMPLOY.
1[illegible] Holcott St.,Le Roy Ny	967-8797	Air Line Stewardess	4ys
NEAREST RELATIVE NOT ADDRESS	RELATIONSHIP	EMPLOYER OF ABOVE	
noneo to give		United Air Lines	
ADDRESS / ZIP	PHONE NO.	EMPLOYER'S ADDRESS	
		Kennedy Air port	
FATHER'S NAME LAST FIRST	MOTHER'S MAIDEN NAME	PATIENT'S OCCUPATION	LENGTH OF EMPLOY.
"Gee, Russell (L)	Roldel, Mildred		
ADMISSION DIAGNOSIS	SURGICAL PROCEDURE	PATIENT'S EMPLOYER	
? Herniated Disc			
PREVIOUS ADMISSION / AMBULANCE / INFORMATION BY / ADMITTED BY		EMPLOYER'S ADDRESS	
no / car / self / CW			
SHELTER HOUSEHOLD	HOW LONG AT PRESENT ADDRESS	BANK(S) REFERENCE	VETERAN-SERVICE
	jan	no	

FINAL DIAGNOSIS

	CODES SITE	CODES ETIOLOGY
Herniated intervertebral disk L4-5	225.1	✓
ASSOCIATED DIAGNOSIS		
TREATMENT OR SUMMARY: Myelogram	A8.1	
Laminectomy for disk L4-5 herniat	86.4	

[illegible] / [illegible] / NOT TREATED	DIAGNOSTIC SHEET ✓	PROGRESS OR POST OP NOTE	[illegible]	MALIGNANCY REPORT FROM
	SIGNATURE DIAG. SHEET ✓	POST OP NOTE	LABOR RECORD	LAB DATA
[illegible]	CODE NO.	PROGRESS NOTES	INTERPARTUM FORM	NOMENCLATURE ✓
	HISTORY	[illegible]	NEWBORN RECORD	NOMENCLATURE
	PHYSICAL EXAMINATION	DESCRIPTION AND OPERATION	DEATH REPORT	

SIGNATURE OF ATTEND. PHYSICIAN

PLAINTIFF'S EXHIBIT 2A EL 74C506

THE GENESEE HOSPITAL

HISTORY-PHYSICAL EXAMINATION-PROGRESS

519a

PATIENT DATA
45 703-0 D-10-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

Admission Note

UNIT NO. 482962

Age = 24 yrs
Sex = F
Date = 5/15/7

A 24 year old girl who is coming for lumbar myelogram because of low back pain of 1 year duration. The back pain started 1 year ago following a hyperextension injury of the spine 1 year ago. However, the pain increased during the past 5 months & didn't improve on bracing. The pain is dull ache localized to L5-S1 area non-radiating in nature & is exaggerated on dependence. No shooting pains in the extremities. Claims to have occasional numbness in both thighs ???

Past Med. Hx = - No allergies
- No operations
- No medications
- Perfectly healthy past.

P.E. =
G.A. = A healthy looking girl in no acute distress.
skin & m.m = Normal color & texture
Head & EENT = Grossly normal
Chest = Symmetrical
lungs = Resonant & clear
Heart = R & R ; no ~~murs~~.
Spine = - Mobile, no scoliosis & muscle guarding. No limitation of flexion, extension or rotation of L-S spine.

NF 47 A

THE GENESEE HOSPITAL

HISTORY-PHYSICAL EXAMINATION-PROGRESS

GEE, KATHLEEN
455703-1 3-13-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

Mild tenderness over L5-S1 unit.

Extremities - No straight leg raising decrease.
- No sensory changes or foot drop
- Reflexes equal & symmetrical

Neurologic = Physiologic.

Impression = - Low back pain
R.O. Herniated disc.
R.O. Muscle tension back pain

Plan = Myelogram in a.m.
F/Thoracic

5/16 1 yr Hx of back + (L) leg pain following accident at work & altered skin sensation & improved c̄ rest but no lasting relief.

Exam unremarkable. SLR 90/90.
No reflex asymm.
No sens or motor loss.

Myelog - L3 puncture b.e. (removed) from glass defect L4.

Tol well.

W Cotanch

DISCHARGE SUMMARY

521a

Re: Kathleen O'Gee
Unit # 48-28-62
Admitted- 5/15/73
Discharged- 5/26/73

This young girl was admitted with a one year history of pain in her back and down her left leg following an accident at work with United Airlines. She has had intermittent improvement with rest but this has not been lasting. Everytime she attempts to be up and resume activity the pain again becomes severe.

Examination is really quite unremarkable. Straight leg raising is full bilaterally. There were no reflex changes. There were no motor or sensory losses. But because of the long duration and incapicitating nature of her symptoms, it was felt that diagnostic myelography would be helpful.

This was done on 5/15/73 revealing a midline defect at the L4-5 interspace. On 5/18/73 a bilateral lumbar laminotomy was done removing a midline protruded disc at this level.

Post operatively, Miss O'Gee did well. She was discharged from the hospital on 5/26/73. At this time she was ambulating quite well. She complained of some pain in her back. There were no motor or sensory deficits. Reflexes were intact. Her situation was improving steadily. The back wound was well healed. She will be followed in the office.

W Cotanch

William Cotanch, M.D.

sj
DD 7/10/73
DT 7/11/73

522a

The Genesee Hospital

RADIOGRAPHIC REPORT

O GEE, KATHLEEN
453703-1 9-13-48
F 24 NEURO/SURG 5-15
DR. W. COTANCH
MF 89A

Unit No. 4537031

Name O Gee, Kathleen Floor NW4 Date 5/16/73 X-Ray No. 455862

LUMBAR MYELOGRAM: The Pantopaque flowed freely through the area from the mid thoracic region to the termination of the subarachnoid space below the L5 disc space. The 4th disc space level shows a concentric narrowing of the Pantopaque column with what seems to be some depression of the left sleeve. The lateral view showed deep impression on the anterior surface of the column. This would appear to indicate that there is a central mass probably an extrinsic disc at the level of the 4th disc space.

Genesee Radiological Group, P.C.

BY
George J. Baron, M.D.

GJB:clk

Plaintiff's Exhibit 2B

THE GENESEE HOSPITAL ADMISSION RECORD

PATIENT NAME (LAST) (FIRST) (MIDDLE)	O'GEE, KATHLEEN G MISS	DISCHARGE DATE TIME	5/26/73 523a
	00773	DISCH. TO	Home
ADDRESS	4 Club Dr New Milford Conn,	PHONE NO	203-354-0655
ADMITTING	453703-1	ADMISSION DATE	5-15-73
TIME	2:45p	ROOM NO	M401
BED NO		ACCOMM	SEMI
REFERRED BY		CODE	
ATTENDING PHYSICIAN	Dr. W. Cotanch W. Cotanch		
ROOM NO	M401		
NAME	O'GEE KATHLEEN (MISS)		
BIRTHPLACE	Buffalo	BIRTHDATE	9 19 48
AGE	24	SEX	F
MARITAL STATUS	Single	CODE	
RELIGION NAME	Prot/ Presby	CODE	
PHONE	W	SOC SEC NO PATIENT	
COUNTY		CHS NO	
MED REC		ATTENDING PHYSICIAN	W.Cotanch
CODE		S.O.	
NEAREST RELATIVE	Mr and Mrs Russell O;Gee	RELATIONSHIP	parents
ADDRESS	23 Wolcott St.,Le Roy Ny	ZIP	
PHONE NO	967-8797		
EMERGENCY ADDRESSEE	noneo to give	RELATIONSHIP	
ADDRESS		ZIP	
PHONE NO.			
FATHER'S NAME LAST (FIRST)	"Gee, Russell (L)	MOTHER'S MAIDEN NAME	Holdel, Mildred
ADMISSION DIAGNOSIS	Herniated Disc	SURGICAL PROCEDURE	
PRE-OP ADMISSION	no	AMBULANCE	car
INFORMATION BY	self	ADMITTED BY	CW
PHONE NO. PATIENT		FORWARDING ADDRESS	jan
TR DATE		TR FR TO	
TR DATE		TR FR TO	
CLASS PAY	INS	NO OF PLANS	
FEE	$74.00	HOW BILLS TO BE PA	
B.C.	See Below no	STAMP	MED-SUR DEP.
INS. PLAN	CONT carrier Asso Safety andCla 475 Park Ave S. New York City 10016	INS. CO NO	
	Self ~~Insured~~		
SOC SEC NO GUARANTOR		PHONE NO (GUAR)	
PERSON ASSUMING FINAN. RESPONS	Self	RELATIONSHIP	
ADDRESS		ZIP	
OCCUPATION OF ABOVE	Air Line Stewardess	LENGTH OF EMPLOY	4ys
EMPLOYER OF ABOVE	United Air Lines		
EMPLOYER'S ADDRESS	Kennedy Air port		
PATIENT'S OCCUPATION		LENGTH OF EMPLOY.	
PATIENT'S EMPLOYER			
EMPLOYER'S ADDRESS			
BANK'S REFERENCE	no	VETERAN SERVICE	

DIAGNOSIS	CODES SITE	CODES ETIOLOGY
Herniated intervertebral disk L4-5	225.1	✓
X Myelogram	A8.1	
✓ Laminectomy for disk L4-5 bilat	36.4	

PLAINTIFF'S EXHIBIT 2B EK

PENGAD Bayonne, N.J.

TVC566

DIAGNOSIS ✓ ✓ ✓

THE GENESEE HOSPITAL
PHYSICIAN'S ORDERS

SURGICAL PRE-ADMISSION

524a

453703-1 3-10-43
F 24 NEURO/SURG 5-15-
DR. W. COTANCH
4-28-

(3)

PRE-ADM. NO. _____ NAME: _____ Last _____ First _____ Initial

ADM. DATE _____

PHYSICIAN'S ORDERS ARE THE INDIVIDUAL DOCTOR'S RESPONSIBILITY WHICH HE MUST ACKNOWLEDGE BY SIGNING HIS NAME TO EACH ORDER ISSUED OR DISCONTINUED.

ISSUED DATE	HOUR	DOCTOR	ORDERS – ONE PER LINE			K	T	TIME GIVEN	NURSES SIGNATURE
			ROUTINE ADMISSION PROCEDURE						
			CBC	Completed	✓				
			Urine	Completed	✓				
			VDRL	Completed	✓				
			Chemistry	Completed	✓				
			EKG	Completed	NR				
			Type & Cross Match	Drawn	✓				
			Mini Chest X-Ray	Completed					
			P. A. Chest	Completed	✓				
			Lat. Chest	Completed	✓			3:14	PAC
5/15/73			– admit low back pain					✓	
			L.O. disc – Dr. Cotanch					✓	
			– Regular diet					✓	
			– Ambulatory					✓	
			– Dalmane 30 mg P.O					✓	
			Q.N. P.R.N.						
			– Codeine 60 mg P.O.					✓	
			Q 4-6 hrs P.R.N.						
			L Moore						
5/17/73			V.O. from Dr Khuri & Judy Matthews RN						
			(Prep) Back area lower ribs					✓	
			& buttocks & rectum						
			NPO 5 mn			✓			
						✓			
			Atropine 0.4 mg						
			Demerol 50 mg			✓			

Dr on call & O.K
Joan Palmer
Student

CODE: K = KARDEX T = MEDICINE TICKET

THE GENESEE HOSPITAL
PHYSICIAN'S ORDERS

525a

453705-1 3-.3-48
F 24 NEURO/SURG 5-15-73
A. W. COTANCH

PHYSICIAN'S ORDERS ARE THE INDIVIDUAL DOCTOR'S RESPONSIBILITY WHICH HE MUST ACKNOWLEDGE BY SIGNING HIS NAME TO EACH ORDER ISSUED OR DISCONTINUED.

ISSUED DATE HOUR DOCTOR	ORDERS—ONE PER LINE	K	T	TIME GIVEN	NURSES SIGNATURE
5/73	Post-op orders				
	VS q 2H AR drainage and Neuro q2° while stable, Neuro q1D		✓		
	- Regular Home Diet as Tolerated.		✓		
	- Demerol 50-75 mg IM q4° for pain pm		✓		
	- Up ad lib		✓		
	- Change dressing pm.		✓		E. Stolan R.N.
	V.O. to E. Stolan from Dr. Olson give Aspirin X gr q4° PRN headache				E. Stolan R.N
5/21/73	- Valium 5-10 mg P.O. q 6 hrs P.R.N. back pain + Demerol as above		✓		E. Nolan RN
	A. Thour				
5/23	- M.O.M. 30 cc. P.O. tonight		✓		
	A. Thour				
5/25/73	V.O. to A. Harding from Dr. Olson for 30cc M.O.M. tonight				
	A. Harding				
5/25	Discharge				

CODE: K=KARDEX T=MEDICINE TICKET

MF-108A

PRNS

Codeine 60mg PO q 4-6h prn — Walmer

Demerol 50 → 75mg IM q 3-4° Pain pain — Sulmer Neuman LPT

Aspirin gr X PRN q 4° ~~p~~ headache

Valium 5-10mg po q 6° pain back pain + Demerol as above

PRINT 250239

THE GENESEE HOSPITAL
MEDICATION RECORD

ALLERGIC TO:

A GEE, KATHLEEN
453703-1 0-10-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

1

DATE	DRUG, DOSE, METHOD, AND TIMES	HR.	22	23	24	25	26	27	28	SIGNATURES
	Mann 500cc po tonight	9				SH				
	Morphine 30cc PO HS 5/23			9pm						
	Cimaol 25 mg po qn prn	10		25 mg 9pm						DH

Palmer
Hudson

BRNT-260238

THE GENESEE HOSPITAL
PATIENT CARE PLAN

MARITAL STATUS - S/M/D/W/SEP
OCCUPATION

529a

(9)

LIGION R.C./J.O

GNOSES -

DEL. 5/13 Laminectomy

O'Dee, Kathleen

ER INFORMATION

TREATMENTS	HT.	DATES GIVEN 15	16	17	18	19	20	21	SIGNATURES
Rep back area, lower ribs									
h buttocks toute									
ing drag. PRN.									
	BM								

	BATH BED-TUB-SHOWER	DIET	SAFETY MEASURES
AY	SHAMPOO	HOUSE	
OL	OTHER CARE	SOFT	
NE		LIQUID	ACTIVITY
TIM		OTHER	
L.			

NAME	DOCTOR	SERVICE	ISOL.	COND.
O'Dee, Kathleen	Cotanch	Neuro		

NURSING ASSESSMENTS

DATE	5/19 morn
LONG RANGE GOALS	
SHORT RANGE GOALS	

PROBLEMS	OBJECTIVES	APPROACH/TEACHING
TPR-C R B.P. I&O	DAILY LAB.	I.V.s
URINE		
STO		
SPUTUM		

THE GENESEE HOSPITAL
PATIENT CARE PLAN

MARITAL STATUS - S M D W SEP
OCCUPATION

531a

O DEE, KATHLEEN
453703-1 9-19-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

(14)

RIGIN FROM

GNOSES: Low Back Pain - R/o Disc

PEL. 5/18 Laminectomy

ER INFORMATION

TREATMENTS	HR.	DATES GIVEN 22	23	24	25	26	27	28	SIGNATURES
Change dsgs qod D/C									
	BM								

	BATH BED-TUB-SHOWER	DIET	SAFETY MEASURES
	SHAMPOO	HOUSE ✓ 5/-	
	OTHER CARE	SOFT	
		LIQUID	ACTIVITY [illegible]
		OTHER	

B	O'Dee Kathleen	Cotanch	Neuro	

Date .....

Present Diagnosis .....

.....

Estimated Length of Stay - Days .....

Physician's Initials .....

532a

A GEE, KATHLEEN
453703-1 9-19-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

(10)

THE GENESEE HOSPITAL
GRAPHIC SHEET

UNIT NO. 482062

Date 5/15 1975	15	16	17	18	19	20	21
Day in Hospital	1	2	3	4	5	6	7
PP or PO Day							

Hour of Day: 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12

RESP | PUL | TEMP

160 — 41 (105.8)
150 — 40.5 (104.9)
140 — 40 (104)
130 — 39.5 (103.1)
120 — 39 (102.2)
110 — 38.5 (101.3)
100 — 38 (100.4)
90 — 37.5 (99.5)
80 — 37 (98.6)
70 — 36.5 (97.7)
60 — 36 (96.8)
50 — 35.5 (95.9)
40 — 35 (95)
30

RESP: 50, 40, 30, 20, 10

WT | HT: 109

		15	16	17	18	19	20	21
FLUID INPUT	MOUTH				NPO	[illegible]	1610	2040
	IV OR SC							
	TOTAL				NPO		1610	2040
FLUID OUTPUT	URINE				[illegible]		1150	1450
	N G							
	OTHER							
	TOTAL				[illegible]		1150	1450
DEFECATION								

FORM MF-46A

PO ●—●—● TEMPERATURE
RECTAL ○—○—○ TEMPERATURE
□—□—□ RESP
●—●—● RAD PULSE
○—○—○ APICAL PULSE

TREATMENT CHART

Date .....

Present Diagnosis .....

.....

Estimated Length of Stay - Days .....

Physician's Initials .....

533a

453705-1 9-19-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

THE GENESEE HOSPITAL
GRAPHIC SHEET

UNIT NO.

Date 197	22	23	24	25	26	27	28
Day in Hospital	8	9	10	11	12	13	14
PP or PO Day							

Hour of Day: 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12 4 8 12

RESP | PUL | TEMP

PUL	TEMP
160	41 (105.8)
150	40.5 (104.9)
140	40 (104)
130	39.5 (103.1)
120	39 (102.2)
110	38.5 (101.3)
100	38 (100.4)
90	37.5 (99.5)
80	37 (98.6)
70	36.5 (97.7)
60	36 (96.8)
50	35.5 (95.9)
40	35 (95)
30	

RESP: 50, 40, 30, 20, 10

WT | HT

		22	23	24	25	26	27	28
FLUID INPUT	MOUTH	1620	1345	1780				
	IV OR SC							
	TOTAL	1620	1345	1780				
FLUID OUTPUT	URINE	1050	[illegible]	300				
	N G							
	OTHER							
	TOTAL	1050	[illegible]	300				
DEFECATION								

FORM MF-46A

PO ●——●——● TEMPERATURE
RECTAL ○——○——○ TEMPERATURE
□——□——□ RESP
●——●——● RAD PULSE
○——○——○ APICAL PULSE

TREATMENT CHART

THE GENESEE HOSPITAL

HISTORY-PHYSICAL EXAMINATION-PROGRESS

534a

GEE, KATHLEEN
453703-1 9-10-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

UNIT NO. 182862

5/17

— Doing fairly well except for some pain.

DATE 5/15/73
SURGEON Dr. Cotanch
ANESTHESIA
DIAGNOSIS
PROCEDURE Removal of herniated disc
DRAINS
CONDITION

PATIENT NO.	FLR	ROOM	DATE	439 DEPT. CODE

	REQUEST	# OF UNITS		DIRECT COOMBS
GP O	WHOLE BLOOD	✓		INDIRECT COOMBS 5-24 5-31
	PACKED CELLS			
	FRESH BLOOD			
TYPE Rh Neg	PLATELET CONC.		SERUM CONTROL	A CELLS + / B CELLS +
	I-10 GAM			
X MATCH	FIBRINOGEN			

THIS BLOOD WILL BE TAKEN OFF CALL IN 48 HOURS UNLESS THE BLOOD BANK IS NOTIFIED.

TUBE TYPING	REPORTED AS POS. AGG. + NO. AGG. -	A	B	C	D	E	$\bar{x}$	$\bar{e}$	Du/DuC
		—	—		—				—

DONOR NUMBER	GROUP Rh	EXP. DATE	SAL/ALB-COOMBS	COMPATIBLE	TECHNICIAN SIGNATURE
01445129	O Neg	5-21	Neg	yes	[illegible]
01F13[illegible]1	O Neg	6-4			

COMMENTS: Pt. has Anti-D

GEE, KATHLEEN
453703-1 9-10-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

DIAGNOSIS ? herniated disc

DATE	CHARGE

S

CHECK HERE FOR OUT PATIENT >

BLOOD BANK

THE GENESEE HOSPITAL • ROCHESTER, N. Y.

MF 47 A

THE GENESEE HOSPITAL

HISTORY-PHYSICAL EXAMINATION-PROGRESS

5.35a

[illegible] KATHLEEN
453705-L 9-19-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

UNIT NO.

5/19/73
P.O. #1

Had temp in evening
this a.m. afebrile
Had an episode of fainting
while trying to walk to bathroom
reassured.
→ vital signs stable & shown

5/20 Doing well
Afeb
Continue - dressing complete
[illegible]

5-21-73 POST - OP #3

- Patient complaining of cramping back pain radiating to thigh exquisite pain to palpation. States that pain comes deep in back & that she has difficulty moving her from the stretcher.
- PE - no neurologic abnormalities in lower extremities. Sensation intact.

D Southwick

5/22/73 C/O pain in lower back and upper thighs - unable the cramping of experienced last night. Is able to move legs and feet freely. Drsg. dry and intact - Med XII full, Sens. & Motor intact. Cranial XI - Tel. well B Reflexes SD.

THE GENESEE HOSPITAL

HISTORY-PHYSICAL EXAMINATION-PROGRESS 536a

453705-1 9-19-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

(18)

UNIT NO. 492862

5/23 Afebrile. Ad lib. Ambulating. Hosp course

5/22 — afebrile
— Started walking with less pain.
— M.O.M. today

Fdown

5-25-73 POST-OP #7

— Complaining of cramping pain back 3 days which comes on both c walking and c rest
— Patient attributing some pain medication to bed rest c has improved.

D Goldenstein

MONROE COUNTY HEALTH DEPARTMENT LABORATORIES

Department of Microbiology
School of Medicine and Dentistry

The University of Rochester
Rochester, N. Y. 14642

EXAMINATION FOR SYPHILIS

Patient's Name O'Hal, Kathleen H. Coun. 06778 SEX F DATE TAKEN 5-15-73

Address 4 Clark Dr, New Milford DATE OF BIRTH 9/12/48 MARITAL STATUS S

TEST REQUESTED: ☑ AUTOMATED REAGIN TEST ☐ FTA ABS (ATTACH JUSTIFICATION) ☐ VDRL (CSF ONLY)

Specimen of: ☑ BLOOD ☐ SPINAL FLUID

HISTORY? ☐ YES ☐ NO

PURPOSE OF EXAMINATION: ☑ ROUTINE ☐ DIAGNOSIS ☐ CONTACT ☐ CONFIRM ☐ CONTROL OF TREATMENT ☐ PREMARITAL ☐ PRENATAL

LAB NO 32,003

MAY 16 1973

MAY 16 1973 ROSE MARIE COUNSELL
BY

RECEIVED REPORTED

NAME OF PHYSICIAN

ADDRESS

THE GENESEE HOSPITAL
LABORATORY DEPT.
ROCHESTER, N. Y. 14607

NO STREET CITY STATE ZIP

PRINT OR TYPE PLAINLY
THIS IS YOUR RETURN ADDRESS

W. R. AMES M. D. (Director of Health) HD 51

MF 47 A

The Genesee Hospital

1B

537

OPERATING ROOM RECORD

453703-1 9-19-48
F 24 NEURO/SURG 5-15-
DR. W. COTANCH

SURGEON: Dr Cotanch	
ASS STAF: Dr Ray	ASSISTANT —
ANESTHES ST: Dr Cornbrooke	ANESTHESIA: General
SCRUB NURSE: R. Bednarczyk	SCRUB NURSE
PRE-OPER. NURSE: D. Lofters	CIRCULATING NURSE

PATIENT'S ROOM NO.	DATE
N 401	5-18-73

SURGERY	G.U. CLINIC	L & D
START 1 59 PM	START	START
FINISH 3 39 PM	FINISH	FINISH
TOTAL TIME (HOURS) 1 41	TOTAL TIME (HOURS)	TOTAL TIME (HOURS)
ROOM V	ROOM	ROOM

SURGICAL SUPPLIES & EQUIPMENT

PRE OP DIAGNOSIS: Herniated Disc

POST OP DIAGNOSIS: Herniated Disc

FINAL DIAGNOSIS: Herniated Disc

OPERATION: ~~Del~~ Lumbar Laminectomy

COMPLICATIONS: None

DISPOSITION: To RR

PATIENT	TYPE	SERVICE			GENERAL SURGERY
	X ELECTIVE	X GEN SURGERY (UNSPEC)		DENTAL	VASCULAR
	E.D.	ORTHO		GYN	G.I.
PED	E.D. O.R.	G.U.		PLASTIC	THORACIC
	INPATIENT	ENT		O.B.	X NEURO
X ADULT	OUTPATIENT	EYE			
X SCHEDULED					

PATHOLOGY: X YES ☐ NO

CULTURE: ☐ YES X NO

CYTOLOGY: ☐ YES X NO

SPECIMEN TYPES: 1 Bone-Cartilage-Disc 2 Ligament 3 4 5

DRAIN(S): None

WOUND STATUS: Good

ANESTHESIA

AGENT: 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

TECHNIQUE: 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

SPONGE COUNT	CASE STARTED	ADDED	COUNT IF INTENTIONAL CHANGE	COUNT AT END OF CASE
MAYO LAP PADS				
RAYTEX SPONGES	22	HO		30
KITNERS				
MISCELLANEOUS				
WITNESS	Bednarczyk			BEDNARCZYK
WITNESS	O Cordier			V MALICKI

REMARKS

OPERATIVE NOTES

Date Dictated: 5/18/73

O'Gee, Kathleen

538a Date Transcribed: 5/20/72

Pre-operative Diagnosis: Herniated disk, L4-5

Post-operative Diagnosis: Same

Operation: Bilateral lumbar laminotomy with removal of protruded disk

Operator: Dr. Cotanch

Operative Procedures and Pathological Findings:

Under general endotracheal anesthesia the patient was positioned prone, the table flexed, low back preped in the usual fashion. Midline incision was made exposing the L4-5 interspace bilaterally, localization verified by motion upon the sacrum. The left side was first operated upon, bits of bone removed from the bordering laminae and the ligamentum Flavum excised. Nerve root readily visualized and marked midline protrusion of the disk well visualized, no free fragments were seen. Cruciate incision made in the posterior longitudinal ligament and disk removed in bits and pieces, with ~~rimmi~~ pituitary rongeurs and curet. A similar procedure was done exposing the right side, both sides were well decompressed. No free fragments were seen. Silver clips left for margin. Bits of gelfoam left in the epidural space for hemostasis. The table was straightened out, the area again inspected, roots well decompressed, the wound was closed with interrupted 2-0 silk for fascia, 3-0 silk and 3-0 plain for subcutaneous tissue and running 3-0 nylon for the skin.

Estimated blood loss less than 100 cc. The patient was taken to recovery in satisfactory condition. Sponge and needle counts reported correct at the time of closure.

yr

MF69

Signature of Operator

PREMEDICATION | TIME 1330

D. 50 mg
A. 4 mg

EFFECT Fair

FLUIDS | VOL

THE GENESEE HOSPITAL
ROCHESTER, N.Y.

ANESTHESIA RECORD

539a

DIAGNOSIS Venous Ulcer

PROPOSED OPERATION Femoral bx

DATE 5-18-73

PS 1 2 3 4 5 E

SURGEON Contath

NASO ☐ OROTRACHEAL ☒ DIRECT ☒ BLIND ☒ CUFF ☒ 5cc TUBE SIZE 8

AGENTS	TECH
Ether	IV 400
N_2O	5cc 5L
O_2	5cc 5L
Curare	IV 3 6 3
Demerol	IV 20 20 10

TEMP 98.8 14w 1330

40 38 36 34 32 30

260 240 220 200 180 160 140 120 100 80 60 40 30 20 15 10 5

FOOTENOTE NO.

BLOOD LOST

BLOOD REPLACED

REMARKS

1. 18 angiocath left a.c. vein
Veins stated using the Pa study
3mg Curare + N_2O 5-O_2 3 (4')
Strong cough. no force & tube OK
5cc air turned prone
IVJ 14/m 600cc 30cm

OPERATION Done | CONDITION | ANESTHESIOLOGIST [illegible]

MF 010

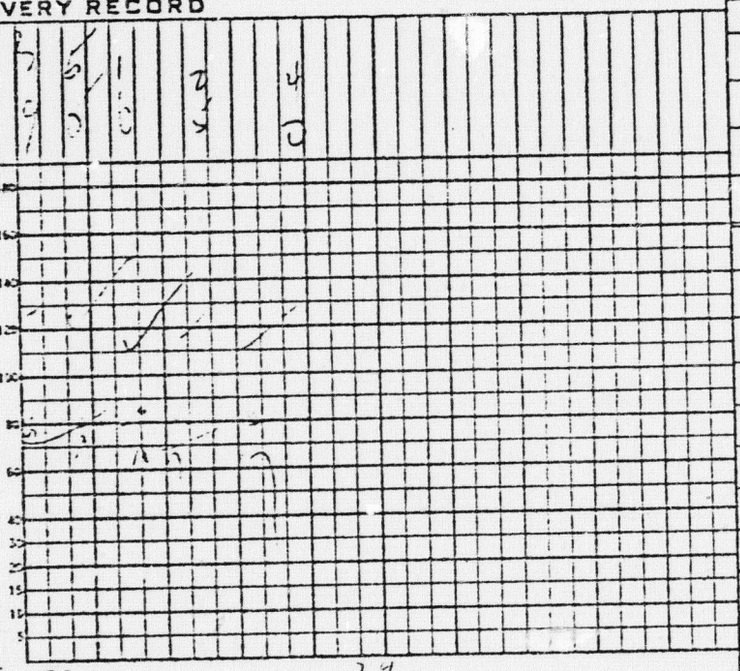
HEMATOCRIT	VITAL SIGNS	TEETH	CHEST FILM
[illegible]	110/70 80	OK 540a	OK
URINE	**ALLERGIES**	**MEDIC**	**EKG**
neg	0	0	N. Rhy

SUMMARY Smoke

Other, Bilbery

RECOVERY RECORD

TIME OF REMARKS



RESP. O

PULSE ●

BP X

REMARKS:

TIME 334 A.M. REACTED 334 A.M.

TRANSFERRED BY RECEIVED BY

TIME

110 B.P. 80 P. A.M.

NURSE'S SIGNATURE DISCHARGED AT: A.M. P.M. CONDITION

MEDICATIONS GIVEN IN RECOVERY ROOM

MEDICATION	DOSE	ROUTE	TIME	SIGNATURE

OXYGEN THERAPY

ROUTE	LITERS/MIN.	ON	OFF
NASAL			
MASK			
TENT			

ROUTINE	TIME	OUTPUT
LEVINE TUBE		
M.A. TUBE		
T TUBE		
URINE FOLEY VOIDED		
EMESIS		

	INPUT	OUTPUT
MURPHY DRIP		
SALINE SOLUTION		

POST-OPERATIVE (CHECK POSITIVE FINDINGS) WRITE DETAILS ON PROGRESS NOTES OF CHART:

	OP. DAY	1	2	3	4	5	6	7	WEEKS 2	3	4	5
CARDIO-VASC.												
PULMONARY												
URINARY RETENTION												
C.N.S.												
HEADACHE												
LARYNGITIS												
N.-E.												
SHOCK												
DISTENTION												
OTHERS												

RE-OP _____ AUTOPSY _____

DEATH _____

DISCHARGED _____ M.D.

NAME O GEE, KATHLEEN AGE 24 SEX F FLOOR _____ DATE 5/18/73

DR. Cotanch 541a UNIT NO. _____

SPECIMEN:
A. Bone cartilage
B. Ligament

LAB NO. S-4094-73

CLINICAL IMPRESSION:

012

PATHOLOGY REPORT

A. Specimen is received in fixative and consists of several small rubbery grayish-white fragments of tissue measuring 2 x 2 x 1 cm in aggregate. Minute boney areas are palpable.

B. Specimen is received in fixative and consists of two pieces of brownish-yellow rather firm pieces of tissue each measuring 1.3 x 1 x 0.4 cm. (2)

MICRO

Written description omitted.

DX: A. Fragments of bone and degenerated fibro-cartilage.
B. Ligament.

M. Netto, M.D.

J. Abbott, M.D.

jb
5/22/73

542a

The Genesee Hospital RADIOGRAPHIC REPORT 482862 MF 89A

Unit No. 4537031

Name O Gee, Kathleen Floor NW4 Date 5-15-73 X-Ray No. 455862

PA & LATERAL CHEST: The heart is normal in size and shape. There are no infiltrates.

SUMMARY: Negative.

Genesee Radiological Group, P.C.

by
George J. Baron, M.D.

GJB:cap

The Genesee Hospital

RADIOGRAPHIC REPORT

543a

453703-1 9-13-48
F 24 NEURO/SURG
DR. W. COTANCH

Unit No. 4537031

Name O Gee, Kathleen Floor NW4 Date 5/16/73 X-Ray No. 455862

LUMBAR MYELOGRAM: The Pantopaque flowed freely through the area from the mid thoracic region to the termination of the subarachnoid space below the L5 disc space. The 4th disc space level shows a concentric narrowing of the Pantopaque column with what seems to be some depression of the left sleeve. The lateral view showed deep impression on the anterior surface of the column. This would appear to indicate that there is a central mass probably an extrinsic disc at the level of the 4th disc space.

Genesee Radiological Group, P.C.

BY
George J. Baron, M.D.

GJB:clk

The Genesee Hospital

CLINICAL LABORATORIES
224 ALEXANDER STREET
ROCHESTER, NEW YORK 14607

PHONE:
(716) 263-6110

BERNARD D. BRODY, M.D.
DIRECTOR OF LABORATORIES

PATIENT NAME /ADM NUM/SEX/BIR DATE/ADM DATE/SERV/TYPE/PHYSICIAN /ADD INFO/ROOM/

O GEE, KATHLEEN 453703 F 9-19-48 5-15-73 SUR SEMI WILLIAM COTARCH ED 14-4

HEMATOLOGY-	RBC	HB	HCT	MCV	MCH	MCHC	WBC	SEGS	BANDS	META	MYELO	LYMPH	MONO	EOSI	EOS	B
05-15 3.30P	4.34	13.7	41	93	31	34	12.0*	55	1	0	0	41	1	1	1	M

HEMATOLOGY-	FLUID	TUBE#	COLOR	FLUID APPR	FLUID WBC	FLUID RBC	FLUID RBCDS	FLUID SEG	FLUID MONO
05-16 11.30A	CSF	2	NONE	CLR	1	164	CREM		

URINALYSIS-	TYPE	COLOR	APPR	SPGR	PH	ALB	GLU	ACET	HGB	WBC/F	RBC/F	CRYST	CAST/ EPE	CAST	MUCUS	B
05-15 4.00P		YELL	CLDY	1.013	5.0	NEG	NEG	NEG	NEG	LA	LA	LA	LA	LA	LA	
05-16 9.00A		YELL	CLR	1.023	5.0	NEG	NEG	NEG	NEG	7	0	NEG	0	NEG	NEG	SC

URINALYSIS-	BACT
05-15 4.00P	LA
05-16 9.00A	LDED

CHEMISTRY -	CSF TP
05-16 11.00A	5*

CHM SURVEY-	BUN	GLU	SGOT	LDH	TOTAL BILI	ALK PHOS	URIC ACID	TP	CHOL	CA	PHOS	ALB	GLOB	A/G
05-15 3.30P	13	92	24	139	.5	41	3.8	7.0	182	9.6	3.6	4.8	2.3	2.1

544a

* DENOTES RESULT ABOVE OR BELOW ADULT NORMAL LIMITS

Blood Pressure Chart

545a

453703-1 9-10-48
F 24 NEUR/SURG 5-15-
DR. W. COTANCH

492862

DATE

TIME

B.P.
Pulse
Resp.

200
250
240
230
220
210
200
190
180
170
160
150
140
130
120
110
100
90
80
70
60
50
40
30
20
10

PULSE ● (RED) RESPIRATION O SYSTOLIC PRESSURE V DIASTOLIC PRESSURE ^

NURSES PROGRESS NOTES

LH 7867

546 UNIT NO.

F 24 NEURO/SURG 5-15-
DR. N. COTANCH

MONTH · DAY YEAR	TIME	REMARKS
5/15/73	4[illegible]	Pt admitted to NU 4013 pleasant cooperative BP 110/80 P-72 T-37 Pt states she has allergies to medication & food - states she is on "the pill" visited by Rev. Williams & wife
5/15/73	9 AM	Pt complains of headache & dizziness. Symptoms decrease when she remains lying. E Meridan RN
5/18/73	5 pm	Returned from recovery room. BP 110/70 P 86. c/o pain, med. x2 Dangled @ edge of bed. HNU @ end of shift Priscilla LPN
5/19/73	3[illegible] p	Pt walking well, very unstable on feet - faint. Pain on foot did not fall; nausea began today - states she did not take birth control pills yesterday but did today & nausea began - dizzy dry & intact med x2 c̄ relief. B Williams RN.
5/19/73	4-12	Pt up walking in hall c̄ 2 people to help when she stated she felt lightheaded, she then proceeded to faint. She did not fall however or hurt herself. As we got her back to bed she fainted again and again she didn't fall or hurt herself. Pt. was immediately put into bed c̄ the assistance of a Doctor. V.S. remained stable though this episode. Drsg. is dry and intact. Med x1 for pain c̄ relief. c/o headache in early evening ASA x 2 ordered. Temp went up to 38.3 nothing ordered since she got the ASA. No other c/o E. Melvin R.N.
5/20/73	3[illegible] p	Attempted to walk pt - she took approx. 4-5 steps & then she felt lightheaded - assisted c̄ person & pt fainted giving completely limp - pt did not fall (supported by 2 people) put back to bed & vital signs immediately c̄ another & then pressure again in bed - sugar called back this time. Pt states she had more pain at ~~incisional~~ incision area upon ↓ passing out - some numbness in legs & spasms - c/o cramping in legs periodically B. Williams R.

MF 67

The Genesee Hospital
NURSES PROGRESS NOTES

547a

25-705-1 1-13-48
F 24 NEURO/SURG 5-15-
UNIT NO. DR. W. COTANCH

MONTH DAY YEAR	TIME	REMARKS
[illegible]	[illegible]	[illegible]
		[illegible]
		[illegible]
[illegible]	[illegible]	[illegible]
		[illegible]
		[illegible]
		[illegible]
[illegible]	[illegible]	[illegible]
		[illegible]
7/21/73	8-11 am	[illegible]
		[illegible]
		[illegible]
		[illegible]
5/21		[illegible]

FF 67

Plaintiff's Exhibit 4

HOW TO USE THE OXYGEN MASK

Jet aircraft fly at high altitude and the cabin is pressurized for your comfort. If cabin pressure ever was lost, you would be breathing high altitude "thin" air . . . so it is imperative that cigars and cigarettes be extinguished immediately and oxygen masks be put on as shown below.

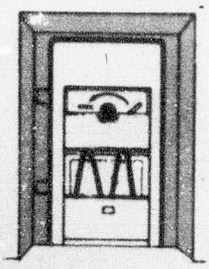
1. **WHERE TO LOCATE MASKS.** Oxygen masks are in a compartment above each row of passenger seats. If oxygen is ever required, compartment door opens automatically. Remain seated. Grasp nearest mask and *pull it to your face.* A cord turns oxygen on as you pull mask to you.

2. **HOW TO USE MASKS.** Promptly place the mask over nose and mouth. The oxygen supply tube is long enough to permit you to relax comfortably in your seat.
For childrens' use, a spare mask is available at each row.

3. **HOW TO ADJUST MASKS FOR COMFORT.** Once mask is in position, it may be easily adjusted for comfortable fit. If too tight, hold mask in position and pull gently on elastic head band with free hand. If too loose, pull tabs located where head band connects to mask. Do not overtighten, as this may misshape mask and cause discomfort.

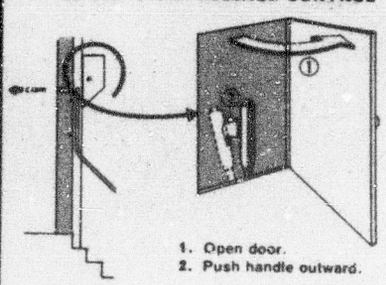
REAR EXIT DOOR WITH STAIR

ALTHOUGH THIS EXIT MAY NOT BE USABLE BECAUSE OF STRUCTURAL DAMAGE OR AIRPLANE POSITION, YOU SHOULD KNOW HOW TO OPEN THE DOOR AND LOWER THE STAIRS.



1. Push handle to left all the way.
2. Pull door in all the way.

JUST OUTSIDE OF DOOR, TO LEFT, NEAR TOP OF HANDRAIL, IS THE STAIR RELEASE CONTROL



1. Open door.
2. Push handle outward.

IF STAIR DOES NOT FALL TO GROUND—IMMEDIATELY GO TO ANOTHER EXIT

PENGAD - Bayonne, N. J.
PLAINTIFF'S EXHIBIT
4
74-5766

PROTECTIVE POSITION

Sit well back in seat.
Pull seat belt tight.
Assume position in illustration.
Keep position until plane stops.

Lower back cushion is floatable.
Grasp it at top.
Pull it forward HARD to detach it.

FEDERAL AVIATION REGULATIONS REQUIRE
DURING TAKE OFF AND LANDING YOUR SEAT BACK AND TRAY TABLE MUST BE IN THE UPRIGHT POSITION AND YOUR CARRY ON LUGGAGE PLACED UNDER A SEAT

STRETCH B-727

FOR YOUR SAFETY. Know how to move out of this airplane fast. There is fire-danger any time a landing is other than normal—particularly when the airplane structure is damaged.

Below is a floor plan of the plane you are in. Familiarize yourself with the location of the exits. Note particularly the exits nearest you. Study how they are opened and also the protective position you should assume during an emergency landing. When leaving, do not take coats, purses or baggage with you. Move to the exits immediately.

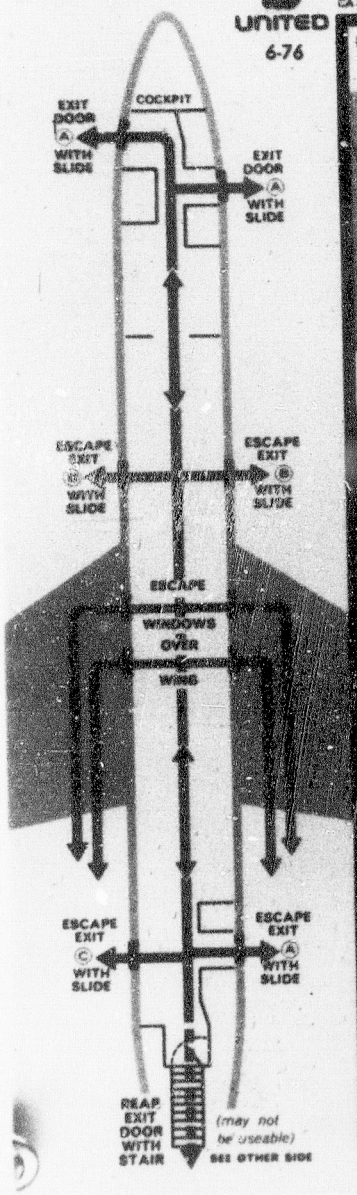
A WORD ABOUT YOUR SEAT BELT—Rough air (turbulence) at high altitudes, although infrequent, can be severe. When seat belt sign is lighted in-flight, please comply with the sign to prevent possible injury. Experienced air travelers usually leave their seat belts fastened all the time and pull them up snug when the seat belt sign is lighted.

UNITED
6-76

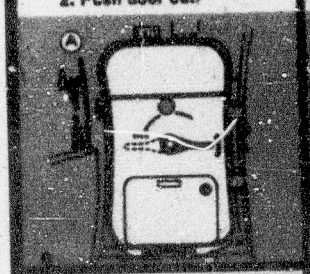
CA 351

HOW TO OPEN EXITS

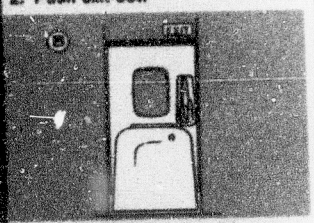
PRINTED IN U.S.A.



DOOR EXITS AND ESCAPE SLIDES
1. Lift handle up and over.
2. Push door out.

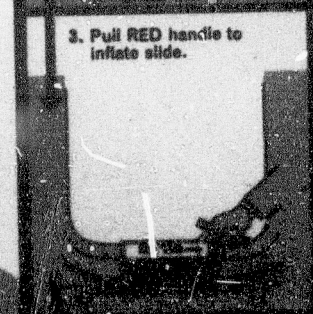


ESCAPE EXITS WITH SLIDES
1. Pull handle in and fully up—
2. Push exit out.

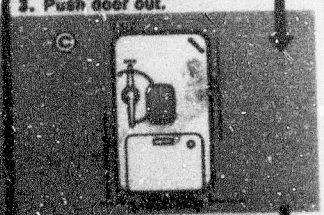


2. When exit falls out—slide is automatically inflated.

3. Pull RED handle to inflate slide.



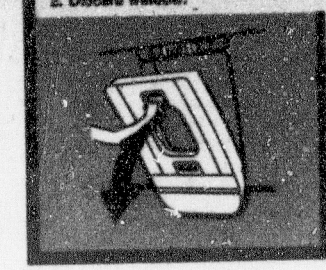
1. Pull handle in.
2. Rotate it to full up position.
3. Push door out.

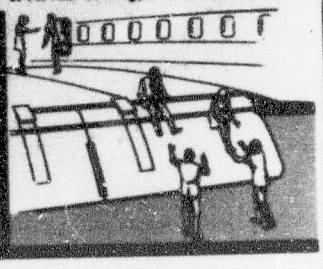


4. When door is swung open—slide is automatically inflated.

AFTER SLIDE INFLATES - JUMP AND SLIDE IN SITTING POSITION

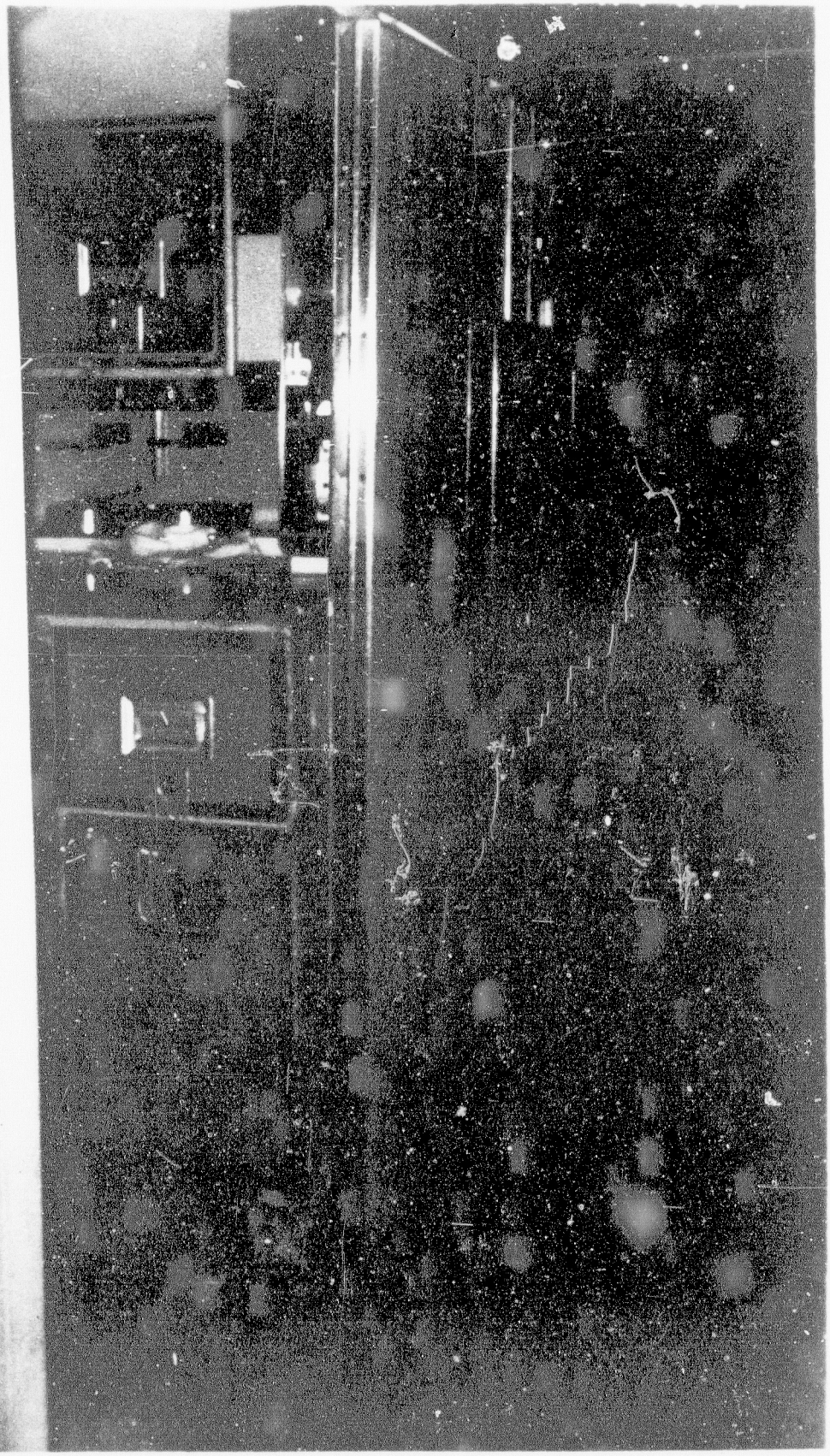
ESCAPE WINDOWS OVER WINGS
1. Pull window handle in and down.
2. Discard window.
3. Exit through window-leg, body, leg.
4. At rear of wing, slide down flaps.





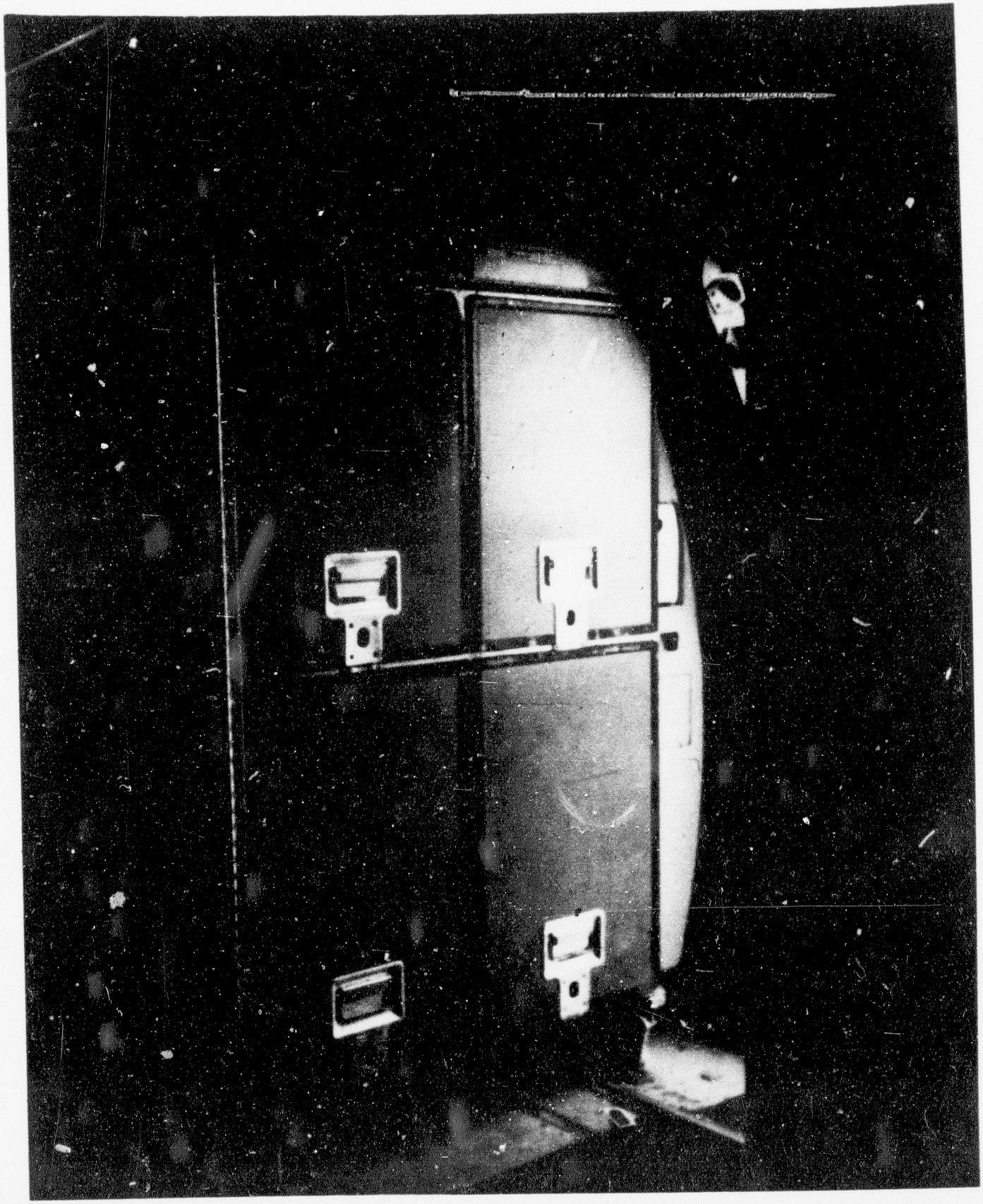
Plaintiff's Exhibit 5

Plaintiff's Exhibit 5a

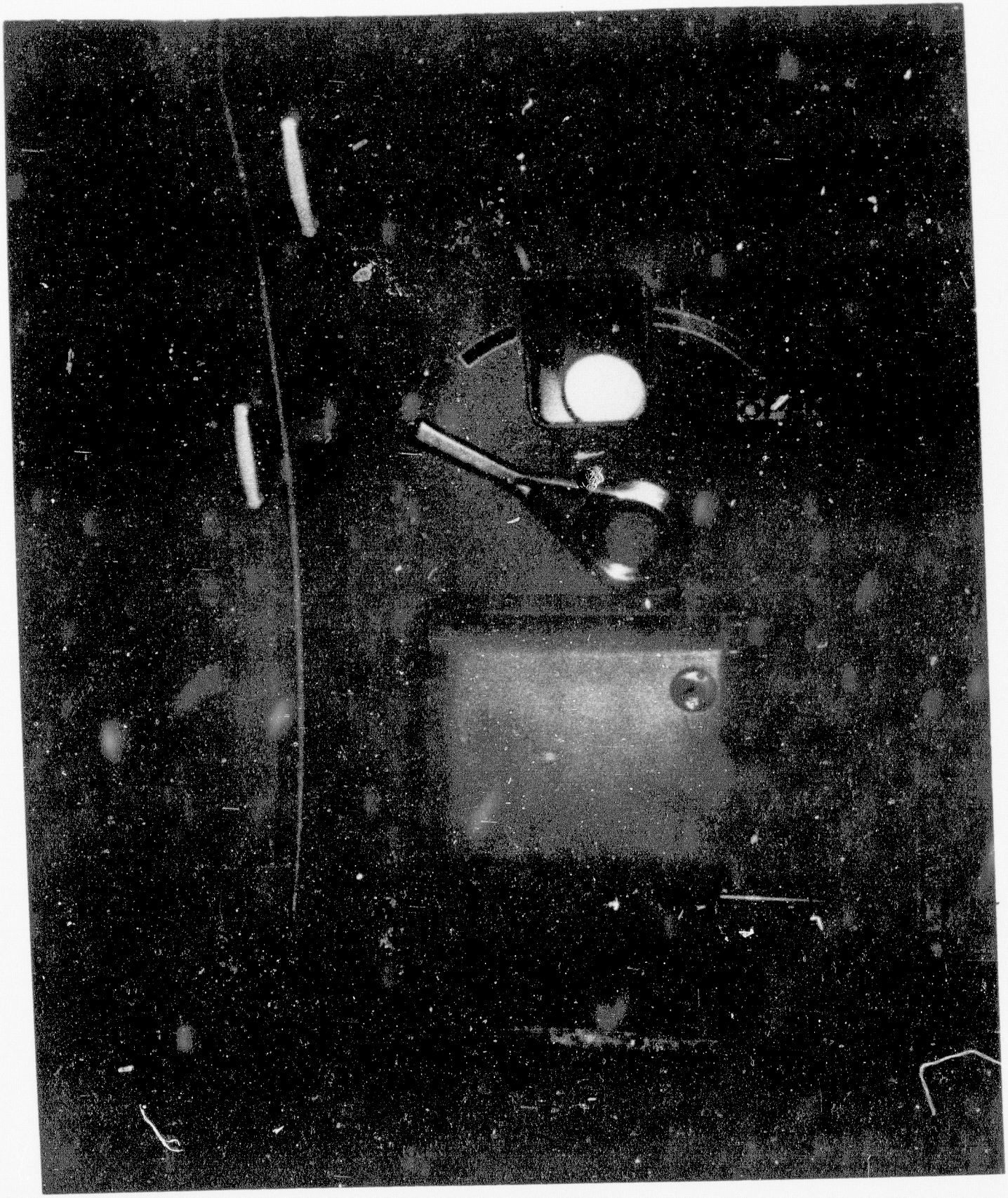


Plaintiff's Exhibit 5b

Plaintiff's Exhibit 5c



Plaintiff's Exhibit 5d



PLAINTIFF'S EXHIBIT #4 for ID 74 C 566

PLAINTIFF'S EXHIBIT 6 74 C 566

UNITED

WHAT DO I DO? - A CHECKLIST FROM START TO FINISH

You'll find a brief explanation of each item immediately following the checklist. To make future revision easier some numbers are unassigned.

Before you board the airplane

1. Check in for your flight. If you are the first Stewardess, pick up the SFAC - Stewardess Flight Activity Certification (UGS 2373).
2. Check your mailbox and the bulletin board.
3. Report to your flight.

4. and 5. (Unassigned)

Before passengers board

6. Put away your personal belongings.
7. Check emergency equipment.
8. Check all kits.
9. Make a complete cabin check for neatness and supplies.
10. Select appropriate cabin lighting.
11. Turn on music reproducer.
12. Check buffet and put dry ice in water cooler.
13. If open seating, put up "Traveling Together" signs.
14. Be helpful to early boarders.
15. Close interior doors and curtains for boarding.
16. Take positions for passenger boarding.

17 and 18. (Unassigned)

Passenger boarding

19. Welcome passengers and collect tickets or reboarding passes.
20. Help with personal belongings.
21. Check overhead rack.

22. and 23. (Unassigned)

UNITED

Before Taxi

24. Offer magazines, etc.

25. Check PFR-Passenger Flight Record (UPS 2071).

26. and 27. (Unassigned)

After door is closed and as boarding ramp is taken away

28. Open and secure appropriate interior doors and curtains.

29. Check buffet carrier doors.

30. Advise captain of passenger load.

31. Attach slide.

32. and 33. (Unassigned)

34. Give public address announcement and demonstration.

35. Turn off music reproducer.

36. Make a general safety check for:

A. Seat belts
B. Overhead bin
C. Lavatories unoccupied
D. No smoking

37. Sit in jumpseat for take-off.

38. (Unassigned)

In flight

39. Serve your passengers.

40. Check lavatories periodically for neatness and supplies.

Preparing to land

41. Check buffet carrier doors for landing.

42. Put up "Occupied" signs on through flights.

UNITED

...HERE'S THE CHECKLIST IN MORE DETAIL.

Before You Board the Airplane

1. CHECK IN FOR YOUR FLIGHT

A. When?

1) At your home domicile - one hour before departure (1'15" on 747).
2) At a layover point - 45 minutes before departure (1' on 747).
3) For Hawaiian check in procedures see HAWAII, later in this chapter.

B. How? In complete uniform, check-in or sign in with the Crew Desk or Service Center. Give them your:

1) Name
2) Flight number
3) Departure time

Jumbo Jet Attendants
When Service Center is located in terminal building, check-in there. Attend briefing. If Service Center is located in hanger or a facility away from the terminal, call Service Center from the terminal. Attend briefing at the terminal.

C. If you are the First Stewardess, pick up the SFAC - Stewardess Flight Activity Certification (UGS 2372). If you're not familiar with this form, see Regulation Series 31, Stewardess Domicile Supplement.

2. CHECK YOUR MAIL BOX AND THE BULLETIN BOARD before each trip at your domicile. At this time take care of any company mail and read the bulletin board for any changes in company policy or service.

3. REPORT TO YOUR FLIGHT

A. Board your airplane

1) Originating flight - 30 minutes before departure. (45" on Jumbo Jets).
2) Through flight - as soon as it arrives.
3) Canadian or Hawaiian flights - see CANADA or HAWAII, later this chapter.
4) Dulles departures - See DULLES later this chapter.

B. As soon as possible after boarding confer with the First Stewardess and the cockpit crew. If it's a through flight, get the following information from the deplaning First Stewardess:

1) Any special handling passengers.
2) Supplies requested.
3) What's been logged.

4. and 5. (Unassigned)

UNITED

Before Passengers Board

6. PUT AWAY YOUR PERSONAL BELONGINGS For storage areas, see the airplane diagrams later in this chapter.

7. CHECK EMERGENCY EQUIPMENT

If any of the following items are missing or inoperative, notify the Captain/Supervisor before the door is closed:

- Crew/Passenger Portable oxygen bottle
- Fire extinguishers
- First Aid Kit
- Voice gun
- Cockpit key
- First Aid oxygen system
- On 747, test oxygen charge lights at doors 1L and 4L.

NOTE: For operation of First Aid oxygen system, see specific airplane Emergency Card in Chapter 30-12.

If any of the following equipment is inoperative, notify the Supervisor before door is closed:

- First Floor Buffets
  Lights
  Personnel Elevators
  Cart elevators

Test oven and coffeemaker lights for operation.

NOTE: On 747 if RED light is on above elevator control panel in the Service center, notify the cockpit to turn on airplane fans. Do not enter First Floor Buffet until RED light goes out.

8. CHECK ALL KITS to be sure they are locked. As a general rule, open the Stewardess Kit for each flight to see that it is well supplied. Open other kits only as supplies are needed.

A. Every plane has at least one:

1) Stewardess Kit (also contains baby supplies)

2) First Aid Kit

B. Some planes have a Red Carpet Kit and a Silver Kit

UNITED

C. The kits contain items to help you serve your passengers efficiently and graciously.

KIT	UNUSED	AFTER YOU USE IT
Stewardess	White paper tag & white plastic lock.	Lock with white plastic lock. When trip is terminating, put white paper tag inside kit. If trip is going through, fill out Request for Supplies (UPS 992), if needed.
First Aid	Wire seal	Write up on Stewardess Maintenance Request (UPS 183). Write items used on garment tag and attach to handle of kit.
Red Carpet	Manila paper tag & white plastic lock	Lock with white plastic lock. Put white paper tag inside kit.
Silver	White plastic lock	Lock with white plastic lock.

UNITED

9. MAKE A COMPLETE CABIN CHECK FOR NEATNESS AND SUPPLIES The following items, along with a clean cabin and well stocked blueroom, help insure a pleasant flight for both you and your passengers:

A. "Occupied" signs (adhesive-stick on upholstery).
B. Garment tags
C. Magazines and writing portfolios
D. Mainliner magazines and safety information cards
E. Timetables
F. Seatbelt extensions
G. Extra lavatory supplies
H. "Traveling Together" signs (on flights with open seating)
I. Earsets and programs (on flights with audio entertainment)

10. SELECT APPROPRIATE CABIN LIGHTING Proper lighting contributes to the atmosphere that you wish to create in your cabin.

A. These lighting suggestions are a general guide.

	Main Cabin Lights	Reading Lights	Cross aisle/Entry Lights/Threshold/Lavatory			
Origin/Destination (747) DC-10	on Bright Board Ceiling	Off Seat	On	On On On	On	On
Boarding/Deplaning thru flights with sufficient daylight (747) DC-10	Dim Board Ceiling	Off Seat Normal	On	On On On	On	On
Boarding/Deplaning thru flights without sufficient daylight DC-10	Bright Transit Ceiling	On at Vacant Seats Seat Normal	On	On On On	On	On
Meals (747) DC-10	Medium Movie Upper side-wall	On Seat Normal	On	Off Off Off	Off	On
Late evening meals (747) DC-10	Off Movie Upper side-wall (dim)	On Seat Normal	On	Off Off Off	Off	On
En route-day (747) DC-10	Dim/Medium Movie Upper/lower side-wall (dim)	Off Seat normal	On	Off Off Off	Off	On
En Route-night (747) DC-10	Dim Sleep Aisle	Off Seat Normal	On	Off Off Off	Off	On

UNITED

NOTE: To prolong the life of reading lights, please turn them off when they are not actually needed.

B. These lights should always be on

1) Buffet and aisle night lights.
2) 727 QC - switches on cargo attendant's panel near forward Stewardess jump seat must be in "passenger" position in order to connect the light switches at the buffet switch panel.
3) All 727 - Air stair light in "auto" position.

→ 11. TURN ON FRESH AIR FAN - DC-10

12. TURN ON MUSIC REPRODUCER You can help create a more relaxed and congenial atmosphere in the cabin by turning on the music reproducer for boarding and deplaning. An exception is at enroute stops between the hours of 2200 and 0600 while thru passengers are sleeping. On Jumbo Jets, select appropriate channel for your flight.

13. CHECK BUFFET An organized buffet helps you present a pleasant, efficient service. Some of the items you will want to check are:

A. Dining Service Check Sheet (UPS 1290) Compare DSCS with actual supplies.

1) Number of meals
2) Any heating/cooking instructions
3) All necessary supplies needed for the service

B. Dry ice Make sure that dry ice is cooling things and not freezing items such as wine, beer, desserts, cream, milk, etc.

C. Liquor forms

D. Buffet power on

E. Hot food switches and coffeemaker switches on

F. For safety, be sure carrier doors, module doors and service center doors are securly locked and buffet counter top is completely clear for take-off.

14. IF OPEN SEATING, put up "Traveling Together" signs. As a general rule, block off seats over wing area.

15. BE HELPFUL TO EARLY BOARDERS (See Extra Care in Regs. 31-2).

16. CLOSE APPROPRIATE INTERIOR DOORS AND CURTAINS FOR BOARDING. On 747, position cabin divider in open position for take-off.

17. TAKE POSITIONS FOR PASSENGER BOARDING (See Area Assignments later this chapter).

18. ON 747, WHEN DOOR ALERT IS GIVEN, do the following at each door not used for boarding:

A. On 747

1) Open door access panel

UNITED

2) Remove pin and store in pouch (not on plane #8019-8020).
3) Move handle from manual to automatic.
4) Close access panel.
5) Check that mode handle is in Automatic (Plane 8019-8020)
6) Inspect indicator lights (all other 747 aircraft)

NOTE: If mode handle will not stay in Automatic, notify Supv. (plane 8019-8020). Check girt bar; if not attached, notify Supv. (all other 747 aircraft).

B. On DC-10

1) Slide service lock down.
2) Push slide lever full outboard (up for 1L & 1R)
3) Check mode window for "SLIDE ARMED".
4) Check view windows for red bar.
5) Attach door strap (door 2, 3, 4)

19. WELCOME PASSENGERS MONITOR TICKET WALLETS, and collect tickets or boarding passes. Help by giving directions to proper cabin and seat.

A. This insures that each passenger's ticket was lifted and that he is on the right airplane.

B. If the passenger has no ticket or reboarding pass, politely send him back to check with the Passenger Agent at the gate.

20. HELP WITH PERSONAL BELONGINGS These guidelines are to help you assist our passengers when the following items are encountered.

A. Coats Hang as many as possiable, marking each with row number, seat letter, and destination. If some will not fit in the coatroom, help fold them neatly and put them in the overhead rack (or storage compartment on 747). Corsages should be removed from a woman's coat. She may want to wear it, or you can pin it to the seat back in front of her.

B. Furs

1) Should be put in the overhead rack. If the coatroom is crowded the fur could be damaged. More importantly, an item as expensive as a fur should be left with the person who owns it. Don't put yourself in the position of being responsible for it.

2) On DC8s: the heat from the reading lights can burn a fur---this has happened! Put a blanket under the fur before putting it in the overhead rack.

C. Oxygen bottles If a passenger carries his own oxygen bottle check for the carry on tag. Then attach the bottle securely to his seat by putting the strap around the armrest and fastening the passenger's seat belt around the bottle.

UNITED

D. Carry-on baggage All carry-on items, including briefcases, hat boxes, wig boxes, musical instruments and packages, must be stored under a passenger's seat for take-off & landing. Approximate size should be 9" x 13" x 23".

EXCEPTION: On DC-8-50, because there are no restraint bars on forward lounge seats, do not store cabin baggage under left hand seats.

E. Garment bags containing the equivalent of two suits may be put in the overhead racks (or storage compartment on 747). Fold so that hanger hooks are not exposed. If it contains more than the equivalent of two suits, or heavy objects such as cameras, toilet articles, or make-up kits, store it in a coatroom or under a seat.

F. Guitars Our preference is that these be enclosed in an adequate case and checked as baggage. However, if it is not encased, it may be carried on board subject to coatroom space availability (no more than two guitars may be put in any one coatroom). On those airplanes with closet doors or nets, they need not be tied down. In all other closets, the guitar should be tied down, using the tie-down straps.

G. Animals in the cabin. One cat, dog, or household bird may be carried in each cabin or 747/DC10 zone. The carrying box must be kept under the seat in front of him for take-off & landing. Do not permit animals out of kennels.

H. Oversize, bulky items. Large, fragile, and bulky items may be carried in a FOREMOST passenger seat (immediately behind a bulkhead, windscreen, or cabin divider) if a half-fare ticket is purchased, subject to the following conditions:

1) Secured to prevent shifting under all normally anticipated flight and ground conditions.

2) Packaged or covered to prevent injury to passengers.

3) Does not overload the seat or floor.

4) Does not restrict the aisle or access to any exit.

5) Does not obscure view of No Smoking and Seat Belt signs.

UNITED

I. Stewardess responsibility is to monitor carry-on baggage. Place any item that cannot be properly stowed in a coatroom or other storage compartment. If this cannot be done, ask the agent to remove the item for checking as baggage. If necessary, ask the Captain for a final decision in controversial cases.

21. CHECK OVERHEAD RACK Inexperienced travelers do not realize that the overhead rack is not the place for sharp or heavy objects. As you remove these things, be tactful in explaining why they must go under the seat. Passengers may become embarassed when they do the "wrong thing" on the airplanes. By putting them at ease, you will find them cooperative and appreciative in return.

22. OVERHEAD STORAGE COMPARTMENTS on Jumbo Jets can be used for cameras, briefcases and other lightweight materials.

23. SEAT disabled or elderly passengers, unaccompanied children and mothers with small children in seat rows near emergency exit but not in an exit row.

EXCEPTION: On Super 727 aircraft seat mothers with infants desiring to use the bassinets in the exit row behind the cabin divider.

On B-747 aircraft seat wheel-chair passengers in seats 7-B, E or 15-B, C, H store wheel chairs in forward coat closet.

On DC-10 aircraft seat wheel-chair passengers in seats 1-B, E or 8-A, B, E, R or 10-G Wheel chairs will have to be stored in cargo carriers.

Before Taxi

24. PLACE TICKETS in envelope, seal and give to agent. Offer magazines, etc. Be alert for passenger needs. Items boarded for your passengers use include:

A. Magazines
B. Writing portfolios
C. Playing cards
D. Pillows
E. Blankets
F. Any item in your kits

NOTE: Childrens' items in the Red Carpet Kit may be used throughout the airplane.

25. FIRST FLOOR BUFFET attendants must be on main deck before taxi.

26. CHECK PFR

A. Check the Passenger Flight Record (UPS 2071) for:

1) Number of passengers
2) Number of thrus
3) Extra care passengers
4) Number of meals and special meals
5) Company employees
6) Reserved seat locations

B. Use the PFR only as a guide. It may not reflect passengers boarded at the last minute.

27. (Unassigned)

After Door is Closed and As Boarding Ramp Is Taken Away

28. ATTACH SLIDE When attaching the slide on Douglas airplanes, check to see that the slide bar is threaded through the loop on the lanyard.

Plaintiff's Exhibit

PLAINTIFF'S EXHIBIT #6 for ID

PENGAD Bayonne, N.J.

PLAINTIFF'S EXHIBIT PL #7 ev 74C516

PENGAD Bayonne, N.J.

TURBINE AIRPLANE FLIGHT LOG

2563-39

AIRPLANE FLIGHT LOG

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

7623

2563-38

DISCREPANCY

CADILLAC MUSIC INDP.

TURBINE AIRPLANE FLIGHT LOG

CHRONOLOGICAL DATA COLLECTION

FLIGHT CREW REPORTS
YELLOW COPY FOR FILE TYPE

CARRIER AIRLINE
AIRPLANE FLIGHT LOG
SCHEDULED

OPERATOR

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

NEWBURY

TYPE

DATE

FLIGHT PLANE NUMBER 7623

2563-37

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

| | | |

570a

TURBONE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

2441-05

| | | |

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

2447-04

MAINTENANCE RELEASE

STA.

CHECK OR ENTER SERVICE REQUIRED

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE
FLIGHT LOG

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

CINEMAS DATA COUPON

2447-02

UNITED AIR LINES

AIRPLANE FLIGHT LOG

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

MAINTENANCE RELEASE

STA.

CORRECTIVE ACTION

DISCREPANCY

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

TURBINE AIRPLANE FLIGHT LOG

576a

GENERAL DATA COUPON

AIRPLANE FLIGHT LOG

2563-50

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

MAINTENANCE RELEASE

CHECK WHETHER ORIGINAL SERVICE REQUIRED

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

527a

CAB MAY DATA COUPON

2563-49

UNITED AIR LINES

AIRPLANE FLIGHT LOG

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

CAB MAY DATA COUPON

578a

TURBINE AIRPLANE FLIGHT LOG

UNITED AIR LINES
AIRPLANE FLIGHT LOG
SEE UA MM 7.0

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

DATE 04/27/72

ORD 04/27/72

1623

2563-48

401	27/1801	271	32.8	13.9			31.6	1821/1821			
401	27/1823	2429	31.0	21.2			30.0	1822/1918			
371	27/1426	418	24.0	14.6			27.0	1824/1924			

NOT INSPECTED

DISCREPANCY

1. L-1 WINDOW OVERHEAT WARNING SYSTEM WAS NOT TESTING PROPERLY.

FLTG NOTE: #2 ENG BLEED USED FOR UNIT PRIOR ORD-PDX

2. USED 3 #732 BULBS NONE LEFT IN KIT

3. COVER FOR HOLLOW NOSE GEAR TIRE IS MISSING

CORRECTIVE ACTION

1. Replaced L-1 window heat control relay. Checked OK.

2. Replaced bulbs

3. Inspected Cover

TURBINE AIRPLANE FLIGHT LOG

579a

TURBINE AIRPLANE FLIGHT LOG

FLIGHT CREW REMOVE YELLOW COPY FOR TELETYPE

UNITED AIR LINES

AIRPLANE FLIGHT LOG

SEE COLUMN 70

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

ENTER PLANE NUMBER 7623

2563-47

DISCREPANCY

CORRECTING ACTION

TURBINE AIRPLANE FLIGHT LOG

"CINEMAS" DATA COUPON

FLIGHT CREW REVIEW YELLOW COPY FOR TELETYPE

UNITED AIR LINES
AIRPLANE FLIGHT LOG
SEE DALMA 7.0

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

WILSON
SOFMAN

ENTER PLANE NUMBER 7673

2563-46

MAINTENANCE RELEASE

DISCREPANCY

1. REPAIR LOWER ROTATING BEACON

2. SERVICE HYD "B" ACCUMULATOR — 1650 PSI

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

2563-45

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

2563-44

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

2503-42

TURBINE AIRPLANE FLIGHT LOG

584a-1

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE
FLIGHT LOG

-41

585a

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

TURBINE AIRPLANE FLIGHT LOG

CHEMAS DATA CORPORATION

UNITED AIRLINES
AIRPLANE FLIGHT LOG
SEE LAUNCH TO

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

MIA 4 24 72 7623 2563-40

MIA 4 24 72

MAINT. RANK RELEASE

ETA

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

587a

TURBINE AIRPLANE FLIGHT LOG

2563-36

AIRPLANE FLIGHT LOG

DISCREPANCY

CORRECTIVE ACTION

Right Jet Blue Light
Check Normal - this
aircraft for Defects
Fuel drain from Inboard
wing on ground

TURBINE AIRPLANE FLIGHT LOG

FLIGHT CREW REMOVE
TRANSFER CARD FOR REJECTED

AIRPLANE FLIGHT LOG

2563-35

AIRPLANE FLIGHT LOG

DISCREPANCY	CORRECTIVE ACTION
1. Oil Pump Out of Order Now Replaced	Replaced Inst. Alright
2. Diagonal Cracks Near Cockpit	
3. Air Conditioning Dark Light Flashing Intermittently During Test	Replaced Switch Flight OK

TURBINE AIRPLANE FLIGHT LOG

2563-34

UNITED AIR LINES
AIRPLANE
FLIGHT LOG

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

THEMAS' DATA COUPON

UNITED AIR LINES
AIRPLANE FLIGHT LOG
SEE DAILIMT 7.0

FLIGHT CREW MAKE ENTRIES IN INK ONLY

GABS-SEAN
KOSONEN

ENTER PLANE NUMBER 7623

2563-33

MAINTENANCE RELEASE

CORRECTIVE ACTION

OIL

LBS

TURBINE AIRPLANE FLIGHT LOG

TIME MAY DATA COUPON

FLIGHT CREW REMARKS
YELLOW COPY FOR TRACTION

UNITED AIR LINES
AIRPLANE FLIGHT LOG
SEE UALAM 10

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

DEPARTURE | DATE | ENTER PLANE NUMBER 7623 | 2563-32

MAINTENANCE RELEASE SIGNATURE | STA.

DISCREPANCY

CORRECTIVE ACTION

SERVICE REQUIRED

TURBINE AIRPLANE FLIGHT LOG

592a

TURBINE AIRPLANE FLIGHT LOG

THERMAL DATA

2563-31

AIRPLANE FLIGHT LOG

FLIGHT CREW MAKES ENTRIES IN WHITE AREA

CO OUNT
NG ORACLE

DISCREPANCY

1. Unable to correct open pog on two oxygen gen.
2. Uses "A" hyd fluid.
3. Rear gear windshield.

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

CRITICAL DATA COUPON

FLIGHT CREW REMOVE YELLOW COPY FOR TELETYPE

UNITED AIR LINES
AIRPLANE FLIGHT LOG
SPECIALIZED

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

CO CHRT
NO CHOLE

ISSUING STATION LGA DATE 4 20 72

ENTER PLANE NUMBER 7073

2563-30

MAINTENANCE RELEASE ENTRIES

STA.

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

GENERAL DATA SECTION

FLIGHT CREW RECEIVE YELLOW COPY FOR TRIP TYPE

UNITED AIR LINES
AIRPLANE FLIGHT LOG

INTER PLANE NUMBER 7683

2563-23

FLIGHT CREW RECEIVE EATURES IN WHITE AREA

DISCREPANCY

PERSONNEL AUTHORIZED

TURNER ADVERTISING FLIGHT LOG

AIRPLANE FLIGHT LOG

7623

2563-28

DISCREPANCY

ACTION

596a

TURBINE AIRPLANE FLIGHT LOG

UNITED AIR LINES
AIRPLANE FLIGHT LOG
SEE VALIDATOR

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

A.D. STEELE
B.G. HOUSE

2563-27

| | | |

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

2563-26

CHECK PANEL

1. ON APU AIR PACKS CAN'T GET OUT OVER 90° AIR THAN 90° — WITH ENGINES SUPPLING AIR ON GROUND (ENGINES AT IDLE) PACKS WON'T GET OUT AIR BELOW 85° — IN FLIGHT OK
2. F/O CHECKS SEAT HEAD REP
3. SEAT LOA WON'T RECLINE

CORRECTIVE ACTION

1. [illegible] Pressure [illegible] on OFF [illegible] [illegible] Systems [illegible] OK
2. F/O [illegible] [illegible] — OK NOW
3. [illegible] Pressure [illegible]

TURBINE AIRPLANE FLIGHT LOG

5.98a

TURBINE AIRPLANE FLIGHT LOG

CONEMAR DATA COUPON

UNITED AIRLINES
AIRPLANE
FLIGHT LOG
SEE DADUM 70

FLIGHT CREW MAKE ENTRIES IN ROUTE AREA

DATE

ENTER PLANE NUMBER 7623

2563-25

MAINTENANCE RELEASE

DIVERSIONS

DIVERSIONS ACTION

599a

TURBINE AIRPLANE FLIGHT LOG

UNITED AIR LINES
AIRPLANE FLIGHT LOG

PLANE NUMBER 7653

2563-24

MAINTENANCE RELEASE

DISCREPANCY

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

600a

TURBINE AIRPLANE FLIGHT LOG

UNITED AIRLINES
AIRPLANE
FLIGHT LOG

DATE

PLANE NUMBER

2563-23

DISCREPANCY

ACTION

601a

TURBINE AIRPLANE FLIGHT LOG

AIRPLANE FLIGHT LOG

2563-22

DISCREPANCY

CORRECTIVE ACTION

602a

TURBINE AIRPLANE FLIGHT LOG

CRUISE DATA LOCATION

W. F. GLEAR

7623

2563-21

UNITED AIRLINES

AIRPLANE FLIGHT LOG

SEE DALBW 7.0

FLIGHT CREW MAKE ENTRIES IN NOTE AREA

MAINTENANCE RELEASE

SERVICE INCIDENCE

CORRECTIVE ACTION

TURBINE AIRPLANE FLIGHT LOG

CONTRACT DATA COUPON

FLIGHT CREW REMOVE YELLOW COPY FOR TELETYPE

UNITED AIR LINES

AIRPLANE FLIGHT LOG

DATE

ENTER FLEET NUMBER 7623

2563-20

FLIGHT CREW MAKE ENTRIES IN WHITE AREA

MAINTENANCE RELEASE SIGNATURES

CHECK WHETHER OR NOT SERVICE REQUIRED

CORRECTIVE ACTION

RELIEVED BY AUTOMATIC

TURBINE AIRPLANE FLIGHT LOG

Exhibi. A

604a

UNITED AIR LINES
PHYSICAL EXAMINATION REPORT

CHECK TYPE:
- [ ] APPLICANT
- [ ] GROUND
- [ ] ANNUAL
- [ ] FOOD HANDLER
- [x] STEWARDESS
- [ ] OTHER

1 ALL EXAMINEES COMPLETE THIS SECTION. TYPE OR PRINT.

1. NAME-LAST: O'Gee FIRST: Kathleen MID. INITIAL: G.
2. HOME ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE): 4 Club Drive, N. Milford, Conn. 06776
3. BIRTH PLACE: Buffalo, N.Y.
4. AGE: 23
5. BIRTH DATE: 9/19/48
6. SEX: F
7. RACE: white
8. MARITAL STATUS: single
9. CHILDREN'S AGES:
10. UA POSITION SOUGHT OR HELD: Stewardess
11. YEARS OF UA SERVICE: 3½
12. PRESENT UA LOCATION: JFK
13. PLACE & DATE OF LAST UA EXAMINATION: JFK - Sept. '71
14. STATEMENT OF EXAMINEE'S HEALTH IN OWN WORDS: (IF EMPLOYEE, NOTE ANY ILLNESS, INJURY, OR OPERATION SINCE LAST UA PHYSICAL. INDICATE ANYTHING REQUIRING SPECIAL ATTENTION.)

Good

2 EMPLOYMENT APPLICANTS ONLY–

15. HAVE YOU EVER HAD OR HAVE YOU NOW (CHECK YES OR NO):

	YES	NO		YES	NO		YES	NO		YES	NO
MENTAL UPSET			LUNG DISEASE			VENEREAL DISEASE			HAY FEVER		
NERVOUS BREAKDOWN			TUBERCULOSIS			RHEUMATISM – RHEUMATIC FEVER			ASTHMA		
EPILEPSY			KIDNEY DISEASE			BONE OR JOINT INJURIES			SKIN DISEASE		
HEART TROUBLE			CANCER, TUMOR, OR GROWTH			DIABETES			SERIOUS INJURIES		
HIGH BLOOD PRESSURE			ULCER OF STOMACH OR INTESTINES			MALARIA			SURGICAL OPERATIONS		
CONVULSIONS OR FITS			PARALYSIS			FAINTING SPELLS			BACK TROUBLE OR SCIATICA		

16. HAVE YOU EVER RECEIVED OR ARE YOU NOW RECEIVING DISABILITY PAYMENTS BECAUSE OF INJURY OR DISEASE? [ ] YES [ ] NO
17. ARE YOU ALLERGIC TO DRUGS OR ANY FOOD? [ ] YES [ ] NO
18. HAVE YOU HAD ILLNESSES OR INJURIES NOT MENTIONED ABOVE THAT CONFINED YOU TO BED OR KEPT YOU UNDER TREATMENT FOR MORE THAN TWO WEEKS? [ ] YES [ ] NO
19. HAVE YOU EVER FAILED AN PHYSICAL EXAMINATION FOR ANOTHER AIRLINE, INSURANCE OR MILITARY SERVICE, ETC.? [ ] YES [ ] NO

EXPLAIN ALL YES ANSWERS

20. IF YOU HAVE EVER SERVED IN THE ARMED FORCES, GIVE DATES OF SERVICE AND CHECK TYPE OF DISCHARGE.
DATES [ ] HARDSHIP [ ] MEDICAL [ ] ADMINISTRATIVE [ ] HONORABLE [ ] DISHONORABLE

3 ALL EXAMINEES–

26. I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.
SIGNATURE OF EXAMINEE: Kathleen G. O'Gee DATE: 9/8/72

4 MEDICAL EXAMINATION–

27. HETEROPHORIA ES EX R.H. L.H.
28. ABDUCTION (BASE IN) ADDUCTION (BASE OUT)
29. FIELD OF VISION CONFRONTATION
30. DISTANT VISION Ortho-rater
RIGHT 20/ 5 CORR. TO 20/ 9 × 10 CORR. TO J
LEFT 20/ 4 CORR. TO 20/ 11 × 11 CORR. TO J
31. NEAR VISION
32. DEPTH PERCEPTION TEST USED & SCORE
33. ANGLE OF CONVERGENCE
34. ACCOMMODATION RIGHT LEFT
35. COLOR VISION (TEST USED & RESULTS) Ortho-rater color- part. normal c correction
36. LENS PRESCRIPTION – WHEN AVAILABLE
37. INTRAOCULAR TENSION (PREFERABLY VIA TONOMETRY) OD OS
38. AUDIOMETER ISO

	250	500	1000	2000	3000	4000	6000	8000	% LOSS
RIGHT	20	0	0	0	0	0	0	0	
LEFT	5	0	0	0	0	0	15	0	

CLINICAL EVALUATION

NORMAL	CHECK EACH ITEM IN APPROPRIATE COLUMN. ENTER 'NE' IF NOT EVALUATED	ABNORMAL
X	39. HEAD, FACE, NECK, AND SCALP	
	40. NOSE	
	41. SINUSES	
	42. MOUTH AND THROAT	
	43. TEETH AND GUMS	
	44. EARS – GENERAL	
	45. DRUMS	
	46. EYES – GENERAL	
	47. OPHTHALMOSCOPIC	
	48. PUPILS	
	49. OCULAR MOTILITY	

NOTES – DESCRIBE EVERY ABNORMALITY IN DETAIL. ENTER PERTINENT ITEM NUMBER BEFORE EACH COMMENT.

uncorrected Snellen eq. R 20/40 L 20/50
corrected R 20/22 L 20/18
test not clear

MEASUREMENTS AND OTHER FINDINGS 605a

50. HEIGHT	51. WEIGHT	52. COLOR HAIR	53. COLOR EYES	54. BLOOD PRESSURE-RECLINING	PULSE-RECLINING	BLOOD PRESSURE-STANDING	PULSE-STANDING
62"	111	Brown	Brown	SYS. 106 / DIAS. 70	72	SYS. / DIAS.	

55. BUILD: [X] SLENDER [ ] MEDIUM [ ] HEAVY [ ] OBESE

56. TEMPERATURE 98.5

CLINICAL EVALUATION

NOTES – DESCRIBE EVERY ABNORMALITY IN DETAIL. ENTER PERTINENT ITEM NUMBER BEFORE EACH COMMENT.

NORMAL	CHECK EACH ITEM IN APPROPRIATE COLUMN. ENTER 'NE' IF NOT EVALUATED	ABNORMAL	
X	57. GENERAL APPEARANCE		
	58. LUNGS AND CHEST		
	59. BREASTS		
	60. HEART		
	61. VASCULAR SYSTEM		
	62. ABDOMEN AND VISCERA		
	63. HERNIA		
	64. ANUS AND RECTUM		
	65. ENDOCRINE SYSTEM		– LMP 8-26-72
	66. G-U SYSTEM		
	67. EXTREMITIES, SPINE		
	68. FEET		
	69. IDENTIFYING BODYMARKS, SCARS, TATTOOS		none
	70. SKIN, LYMPHATICS		
	71. NEUROLOGIC		
	72. PSYCHIATRIC (SPECIFY ANY PERSONALITY DEVIATION)		
	73. HABITS – SMOKING, DRINKING, SLEEP		
	74. PELVIC (IF INDICATED)		

75. URINALYSIS: ALBUMIN 0 | SUGAR 0 | SP. GR. 1.014 | ~~MICRO~~ pH 5.0 | occ Bact 0 | Katons 0

76. BLOOD: HB 12.4 gm | HEMATOCRIT 38 % | ~~SEROLOGY~~ UDAL Neg | WBC 8,300 | SED. RATE 0 | ~~CORR.~~ mm/hr

77. GLUCOSE CHALLENGE | 60 MIN. BLOOD | 90 MIN. URINE | CHOLESTEROL

78. OTHER LABORATORY PROCEDURES

79. X-RAY OF CHEST
#9803 - Neg

80. EKG

81. NOTES AND SIGNIFICANT OR INTERVAL HISTORY, DEFECTS, DIAGNOSIS, RECOMMENDATIONS, ADDITIONAL LABORATORY REPORTS. IF NECESSARY USE EXTRA SHEETS.

PENGAD - Bayonne, N.J.
DEFENDANT'S EXHIBIT
10 A EVD
7-4-2566

82. PERSONALITY IMPRESSIONS
Cooperative

83. IS EXAMINEE PHYSICALLY QUALIFIED TO PERFORM DUTIES OF THE JOB MENTIONED?
[X] YES [ ] NO [X] FIRST-CLASS RISK [ ] GOOD RISK [ ] ACCEPTABLE RISK

84. NOTE ANY PHYSICAL HANDICAPS BY PARAGRAPH NUMBER

85. UMD 1381 COMPLETED [ ] YES [ ] NO

86. NAME OF PHYSICIAN AND LOCATION (TYPE OR PRINT) | DATE SIGNED 9/8/72 | SIGNATURE [signature] | NO. OF ATTACHED SHEETS

UMD 2256 REV. 8-69 PRINTED IN U.S.A.

(21 THRU 25 INTENTIONALLY OMITTED)

DEFENDANT'S EXHIBIT
AB-74c566
PENGAD - Bayonne, N.J.

EXHIBIT B

606a

January 31, 1977

JFKSW-Kathy Collins

COMMENDATION FOR
SCHEDULE DEPENDABILITY

Dear Kathy,

The beginning of the new year provides an occasion to review your record for the past twelve months. I would like to take this opportunity to commend you for maintaining such fine dependability in 1976, as evidenced by your never being late for nor missing a trip during the year.

I thank you for your concern. Your efforts put forth toward this achievement are much appreciated.

I wish you all the best in 1977.

Sincerely,

BH:kd

Bette Harnicher

EXHIBIT C

607a

UNITED AIRLINES

January 15, 1976

JFKSW - Kathy O'Gee

COMMENDATION

Dear Kathy,

The beginning of a new year provides me the opportunity to commend you for excellence in schedule dependability throughout 1975.

During this past year, you've met all your schedule obligations without a single late check-in or missed trip.

May this small form of recognition convey the sincerity of our thanks and appreciation for your outstanding reliability in this area of your job performance.

Sincerely,

Bette

Bette Harnicher
Supervisor
Inflight Services

BH/cd

JFKSW - personnel file
JFKSW - J.A. L'Hommedieu
JFKPE - E.R. Smith

DEFENDANT'S EXHIBIT
el C
PENGAD - Bayonne, N.J.

Hangar #8, John F. Kennedy International Airport, Jamaica, New York 11430

EXHIBIT UD

UNITED

608a

DEFENDANT'S EXHIBIT
UD 74C 566
PENGAD - Bayonne, N.J.

Defendant + Third Party Plaintiff's
Ex. G Idnt
4/23/76 H.G.

UNITED AIR LINES

STEWARDESS MAINTENANCE REQUEST

SEE REGULATIONS 31-2 AND 55-4

Complete one copy & give TO: Second Officer

Check if:

Oxygen was used. ☐

First Aid Kit was used. ☐

Audio System not working properly. ☐

The following cabin fixtures or equipment require maintenance or repairs:

(Specify location) _____

_____

_____

Stewardess Signature & Domicile

UPS 183 REV. 8-69 PRINTED IN U. S. A.

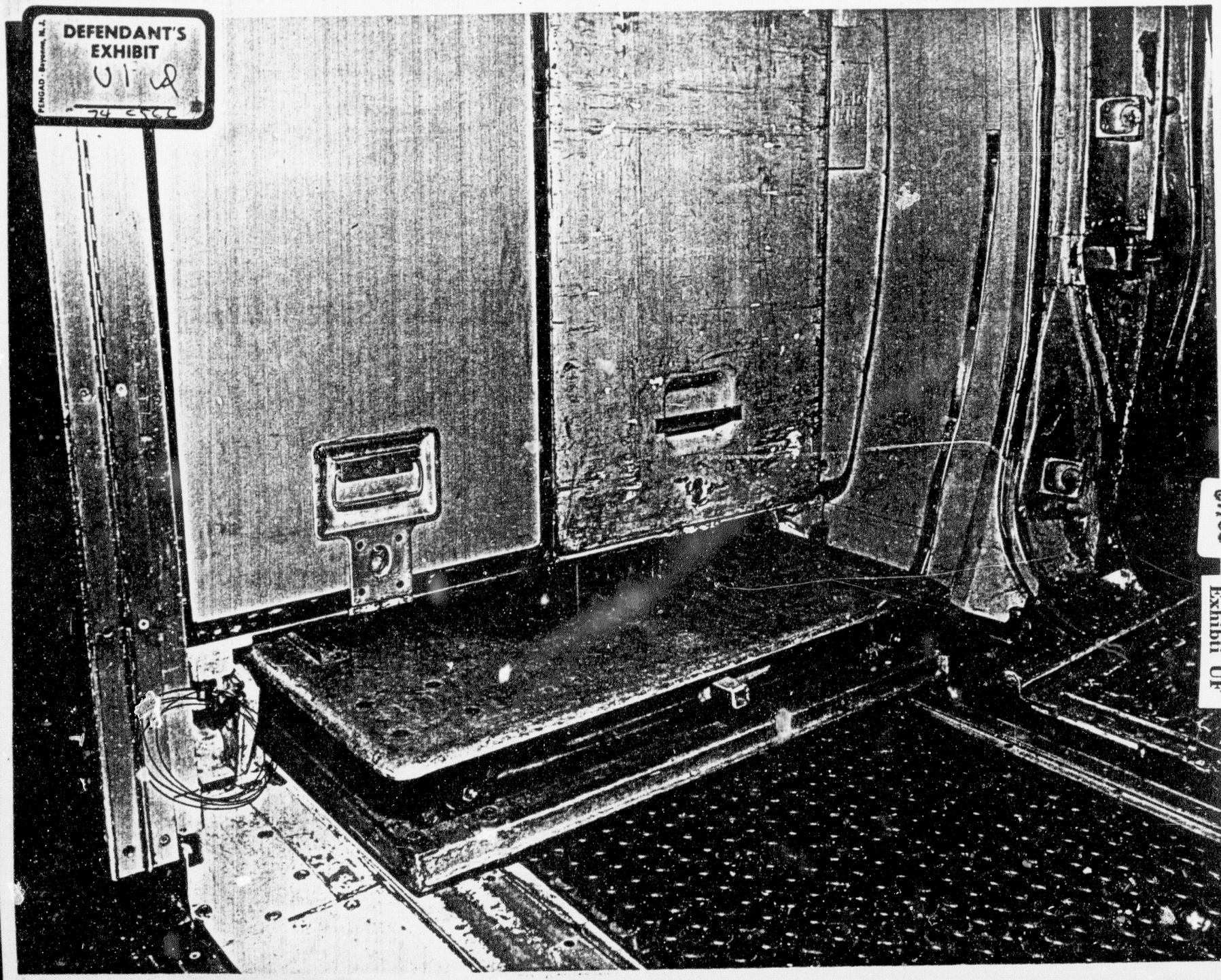
FORM TITLE AND NUMBER	WHERE DO YOU FIND IT	WHAT IS IT FOR	SPECIAL INSTRUCTIONS	WHERE DOES IT GO
Stewardess Maint-Request (UPS 183)	Stewardess Kit	Used to report any permanent airplane equipment which needs servicing.	In addition to the items listed on the form, report faulty permanent equipment, any need for cleaning, emergency equipment, used silverware lost in cabin, substantial amount of liquid spilled.	Give form to second officer.

Exhibit UE

609a

6104

Exhibit F



611a

Exhibit UF

PLAINTIFF'S EXHIBIT #2 for ID

Buffet removal from airplane. DC8/B727-222/B727

1) When the ramp and floor dolly are in place, move an empty caster dolly over the track onto the floor dolly. Slide floor dolly and caster dolly under the buffet to be removed.

NOTE: Do not carry caster dollies into the airplane. They are easily pushed with the feet. By doing so, all caster wheels are in "trail" when the dolly enters the tracks on the ramp. If the wheels are not in "trail" the caster dolly will not fit properly on the floor dolly.

2) Release both floor latches by pulling them up to the unlocked position.

3) Pull the forward buffet out. It automatically drops into proper position on the caster dolly.

NOTE: Check the soiled linen chute in the forward buffet to be sure it is securely installed. If not in place when the buffet is secured in the truck, the tie-down straps will damage the buffet.

4) Move the entire unit toward the ramp until the roller detent on the ramp settles in the depression in the floor dolly.

5) Forward buffet unit may then be pushed directly onto the truck.

6) Before removing aft unit, empty the used cup carrier under the water spigot on the right side of the buffet into the trash receptacle on the left side of the fixed buffet counter top. Disconnect the electric plug below the waste container.

7) Push the aft buffet unit halfway out the service door. The man on the truck side steadies the unit, the man inside the airplane removes large carrier box and places on the tracks on the outboard end of the top of the buffet.

NOTE: Make sure the carrier opening faces outboard. Place the smaller carrier box in its tracks on the inboard side of the buffet with the opening facing inboard. Push the entire unit into the truck.

E. Boarding Buffet Units. DC8/B727-222/B727

1) The aft unit consists of the movable buffet as well as 2 carrier boxes locked in tracks on top of it. Push the entire unit halfway through the airplane door. The man on the truck side steadies the unit. The man inside removes the small carrier box first, and places above the aft buffet. Then place the large carrier box above the forward buffet.

CAUTION: THE LARGE BOX IS AWKWARD TO HANDLE. USE CARE TO PREVENT DAMAGE TO THE BUFFET BY THE CARRIER BOX.

Move the buffet on into the airplane until the casters are against the stop on the floor dolly, then move it in to the rear buffet position. Do not slam the units into position. 2 men should push the units firmly and squarely until the floor latches snap into the locked position.

2) The forward unit has "bail" type handles, check these to see that they are in the recesses before pushing the unit into the latched position in the airplane.

3) After the buffets are locked in position:

a) Connect the electric plug to connector box installed on the hot buffet unit below the waste container, and screw down knurled ring to activate the heating units.

b) Pull both carrier box door handles to be sure boxes are latched on shelf.

c) Pull oven door and lower tray compartment door handles to be sure both movable buffets are latched in place. Visually check all 4 floor latches to assure that handle end is down.

d) Check that the 3 amber lights on the heating panel are "on".

e) Switch the 3 toggle switches on the heating panel to the left. Each toggle switch actuates a green light directly to the left of the switch.

f) Leave hot buffet heating panel switches "on" after completion of loading. The 3 toggle switches are in the left position which actuates the green lights, to assure continuous heat for hot meal service.

g) If any latches or lights do not work, notify the ramp Supervisor immediately, so he can advise the Maintenance group of the problem. If the buffet unit has broken loose in flight, the stewardess will advise the ramp serviceman servicing the buffet. He should immediately advise the Ramp Supervisor that the maintenance group can inspect the buffet before it is removed from the [illegible].

4) After both forward and aft units are in, remove all handling equipment (caster dolly, floor dolly and ramp) from the airplane and stow in the truck.

MAY 5 1976

Pl. Ex. 1A for ID.

Ex Burgess

DEFENDANT'S EXHIBIT H

Exhibit UI 613a

UNITED AIR LINES

UAL Contract No. 21541

CATERING AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of June 1968, by and between UNITED AIR LINES, INC., a Delaware corporation, whose mailing address is P. O. Box 66100, Chicago, Illinois 60666 (hereinafter referred to as "United"), and DOBBS HOUSES, INC. DIVISION OF BEECH-NUT, INC. whose mailing address is P.O. Box 17009, Memphis, Tenn. 38117 (hereinafter referred to as "Caterer").

WITNESSETH:

Caterer agrees to furnish to United, and United agrees to purchase and accept from Caterer, catering service consisting of the preparation of full meals, snacks, liquids and other food service as directed by United for consumption by passengers on its aircraft departing from the airport designated below, all subject to and in accordance with the STANDARD TERMS AND PROVISIONS hereof and the EXHIBITS attached hereto and made a part hereof.

I. AIRPORT: Atlanta Municipal Airport, Atlanta, Georgia 30301 (hereinafter referred to as the "Airport").

II. PRICES: The prices which Caterer shall charge and which United shall pay for catering service rendered hereunder shall be the respective prices set forth on EXHIBIT A, attached hereto and made a part hereof.

III. TERM: This Agreement shall be for a term of three (3) years, commencing June 1, 1968 and terminating May 31, 1971

IV. INSURANCE: Caterer shall procure and maintain in full force and effect, during the term hereof, policies of insurance of the type and in the minimum amounts specified in Article IV of this Agreement in a company or companies and under terms satisfactory to United. Prior to commencement of work hereunder, Caterer shall furnish evidence satisfactory to United that such insurance has been obtained. Said policies shall be specifically endorsed to acknowledge the insuring of the contractual liability assumed by Caterer hereunder, and said policies shall be endorsed to require that ten (10) days' prior written notice shall be given to United prior to any material change in or cancellation of said policies.

PRODUCT LIABILITY - Bodily Injury [redacted] per person
[redacted] per occurrence

COMPREHENSIVE GENERAL LIABILITY - Bodily Injury [redacted] per person
[redacted] per occurrence

Property Damage [redacted] per occurrence

WORKMEN'S COMPENSATION - Statutory Limits

AUTOMOBILE LIABILITY - Bodily Injury $[redacted] per person
[redacted] per occurrence

Property Damage $[redacted] per occurrence

Notwithstanding anything herein to the contrary, if Caterer fails or neglects to secure the insurance described above, or if said policy or policies are terminated, altered or changed in a manner not acceptable to United, then and in that event United may cancel and terminate this agreement, without penalty, on five (5) days' written notice to Caterer.

This Agreement also includes a rider amending Section 5, paragraph C of the Standard Terms and Provisions.

IN WITNESS WHEREOF, the parties hereto have themselves or through their officers thereunto duly authorized set their hands and seals the day and year first above written.

CATERER

By R. R. Stelling

Title Vice President

ATTEST:

UNITED AIR LINES, INC.

By D. W. O'Leary

Title VICE PRESIDENT — PURCHASING AND STORES

ATTEST:

DEPT.	INITIAL
USAS	
PROPERTY	
LEG	
TP Engr	

UL 1448 NS (EXOLD) REV. 1-64 PRINTED IN U.S.A.

STANDARD TERMS AND PROVISIONS

1. PRICES: The prices set forth on Exhibit A shall include all of Caterer's charges and there shall be no additional charges to United hereunder except as expressly set forth on Exhibit A. (Such prices shall be subject to change only upon the execution of a revised Exhibit A by United and the Caterer.) In the event Caterer desires to increase any of such prices, it shall submit to United's Purchasing Department a complete statement of all items of cost with respect to the services or supplies as to which the increase is desired. In the event United desires to decrease any of such prices and Caterer objects to such decrease, Caterer shall submit to United a complete statement of all items of cost with respect to the services or supplies as to which objection to decrease in price is made. Prices set forth in Exhibit A may be changed by an exchange of correspondence between the Caterer and United Air Lines' Purchasing Department setting forth any new or revised prices and a revised Exhibit A executed by United's Vice President, Purchasing or his designee.

2. PAYMENT: Caterer shall invoice United on the 10th, 20th and last day of each calendar month for services and materials furnished by Caterer to United during the preceding period pursuant to the terms and conditions of this Agreement. Caterer's said invoice shall be accompanied by a statement showing the number of full meals, snacks, quantity and types of liquids and other food services ordered by and delivered to United during the period covered by such record and the cost thereof. Caterer's said invoice and statement (charges for Passenger Meals and Services - UAL Form #2145) shall be submitted to the United Air Lines' Airport Customer Services (or Sales and Services) Manager.

Said invoice shall, subject to audit and verification, be paid by United within ten (10) days after receipt thereof.

3. SUPERVISION: Caterer shall maintain a regular, systematic inspection routing by its supervisory employees to the end that the services enumerated herein shall be performed in a good and workmanlike manner at all times.

4. STANDARDS OF SERVICE:

A. Caterer shall prepare said full meals, snacks, liquids and other food service in accordance with the specifications set forth in United's Dining Service Regulations. All items shall be as specified by United or of equal quality. Caterer also agrees to abide by menu components and portion sizes as outlined in Master Menus provided by United and as listed in United's Dining Service Regulations.

All foods and liquids supplied by Caterer shall be appropriately packaged. Such packaging to be in accordance with the specifications as provided in said Dining Service Manual of United. All foods and liquids so furnished shall be of the highest quality and be prepared in the manner specified by United.

B. Caterer shall at all times during the term of this agreement cooperate with United by conforming to the standards required by United of its own Flight Kitchens, as evidenced by the applicable parts of United's Dining Service Regulations, or amendments thereto, including, without limiting thereby, type and quality of food served, menu and composition, packing procedures and care of equipment.

C. Caterer shall consult United's Customer Services Manager (or Sales and Services Manager) at the Airport on any question relating to operating procedures and said Manager's decision shall be final. Said Manager shall advise Caterer of any such changes desired by United.

D. Caterer shall contact United's Purchasing Manager, In-Flight Services, on any question relating to contractual matters.

5. ORDERS AND DELIVERIES:

A. United's Customer Service Manager at the Airport shall notify Caterer of the inauguration of any new passenger schedules requiring food service and said Manager shall also notify Caterer of any changes in existing passenger schedules requiring food service, such notice to be given by said Manager at least one (1) day prior to the inauguration of such new schedule or the change in such existing schedules.

B. United shall give Caterer a "working estimate" notice (not less than three hours in advance of the scheduled departure of its aircraft from the Airport) with respect to the number and types of meals, snacks, liquids and other food service, estimated time of aircraft arrivals and departures, type of aircraft requiring service, and all other specific instructions required for the proper functioning of Caterer hereunder.

C. The final order will be given to Caterer by United Air Lines not less than the minimum time prior to the departure time of the aircraft being serviced ~~shown on Exhibit A hereof~~. United reserves the right to cancel any meals ordered on notice to Caterer. A 50% charge will be made for meals cancelled after this final order has been given and less than the minimum time set forth in ~~said Exhibit A~~. If the meals cancelled can be used on a subsequent flight, no cancellation charge will be made. A 100% charge will be made for meals cancelled after departure time.

D. All food prepared by Caterer shall be ready for dispatch from Caterer's kitchen not less than the minimum time prior to the departure time. Said minimum time to be established by local United Customer Services (or Sales and Services) Manager.

E. When the final meal order is less than a full load or the meal service does not call for the use of all Dining Service Equipment items, clean Dining Service Equipment (Deadhead) will be boarded to bring the outbound flight equipment complement to a full load as listed in United Air Lines Dining Service Regulations.

F. In the event Caterer shall furnish motor vehicles to perform the services hereunder, Caterer agrees:

1) All food services supplied hereunder shall be delivered and loaded onto outbound flights by Caterer.

2) Caterer shall unload all inbound buffets and transport them to Caterer's kitchen.

3) Caterer shall at all times furnish all trucks and associated equipment used to transport United Buffets, properly designated and maintained to insure a safe operation around United Aircraft, and shall guarantee the safe movement of United Buffets at all times.

4) Caterer shall observe and conform to all airport driving regulations and procedures and United's vehicle operating rules and procedures when in the vicinity of aircraft.

6. CLEANING OF EQUIPMENT: Caterer's obligations hereunder shall include the washing and cleaning of buffet equipment from all inbound flights and of all beverage container equipment, casseroles, dishes, silver and other equipment loaned to Caterer for use in services hereunder.

7. SERVICES AND MATERIALS TO BE FURNISHED BY UNITED:

A. United agrees to loan to Caterer for use solely in the performance of services hereunder: (1) all required packaging materials, serving equipment and supplies incorporating United's insignia (except sugar packets) and any unmarked materials required for packaging of a special size or nature not readily obtainable from local merchants; and (2) United's regular working assignment of Dining Service Supplies and Equipment commensurate with the types and numbers of meals to be prepared by Caterer for United hereunder, all of which shall be properly accounted for by the Caterer.

B. Said items to be loaned to Caterer by United shall be requisitioned by Caterer from United from time to time. Caterer shall provide suitable storage space in its establishment for all such items, furnished by United. United shall have access to Caterer's establishment at all reasonable times for the purpose of removing such items which United in its sole discretion determines require removal from service. Caterer shall assist an authorized agent of United in completing an accurate inventory of all such items furnished by United at least once each month or more frequently if United so elects in order to insure the maintenance of an adequate supply of such items in Caterer's establishment. Upon termination or cancellation of this agreement, Caterer hereby authorizes United to remove all such items furnished by United from Caterer's establishment within ten (10) days after such termination or cancellation.

C. Caterer agrees to provide security and weather protection for all United's Dining Service Equipment and Supplies while on his premises or trucks.

D. LINEN HANDLING:

1) Caterer agrees to keep all United's linens separated from linens of other companies. Linens must be handled so they are not exposed to staining, damage or any non-airline use. Caterer will verify laundry counts to insure his receiving from laundry all linens sent for washing.

2) Unserviceable linens will be returned promptly to United by the Caterer.

8. SANITATION: Caterer shall abide by and maintain the health, sanitary and food handling requirements promulgated by the United States Public Health Service as well as all applicable state, county and municipal health, sanitary and food handling codes, ordinances, regulations, rules and orders applicable to the catering services to be performed hereunder and the health, sanitary and food handling standards set forth in the applicable parts of United's Dining Service Regulations, as amended. Provided that wherever there is a variation between the above, Caterer will abide by and maintain the more stringent standard.

Caterer shall permit United, from time to time, to inspect the kitchen and other facilities of the establishment to see that the same conform to the aforesaid health, sanitary and food handling standards.

9. COMPLIANCE WITH LAWS, LICENSES, PERMITS AND CERTIFICATES: Caterer shall conform to all applicable Federal, State, County and Municipal laws, ordinances, codes, rules and regulations with respect to the work to be performed, food services to be furnished and conditions under which the same are performed hereunder.

Caterer shall procure and maintain, at its expense, all necessary Federal, State, County and Municipal licenses, permits and certificates, and shall obtain and pay for all inspections and give all notices required in connection therewith. If requested by United, Caterer shall furnish documentary evidence of the procurement of all necessary licenses, permits and approved certificates of inspection.

10. SALVAGE: Caterer shall not salvage any perishable foods from any inbound United flights. Caterer may salvage any non-perishable items from inbound flights which can be used on succeeding flights including, but not limited to wrapped sugar and spoons, cola, coffee cans and packets. [illegible]

11. WARRANTY: Caterer warrants that all foods delivered to United hereunder shall be wholesome and fit for human consumption.

12. CHANGE OF MANAGEMENT, OWNERSHIP OR SUBCONTRACTING: Caterer shall notify United in writing at least fifteen (15) days prior to any change of management or ownership of Caterer or before Caterer subcontracts any or all of its obligations hereunder. United shall have the right to cancel this agreement without notice in the event Caterer fails to comply with the obligations of the preceding sentence. In the event of such change of management, ownership or subcontracting, United shall have the right to terminate this agreement upon ten (10) days' written notice to Caterer at any time during the period of six (6) months following receipt of notice of such change of management, ownership or subcontracting by United from Caterer.

13. INDEMNITY: Caterer agrees to assume all risk of loss and to indemnify and hold United, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries to persons, damage or destruction of property (including property of United) arising out of or in connection with this agreement unless caused by the gross negligence or wilful misconduct of United, its officers, agents or employees. In the event that any demand or claim is made or suit is commenced against United, United shall give prompt written notice thereof to Caterer and the Caterer shall have the right to compromise or defend the same to the extent of its own interest.

14. INABILITY TO PERFORM: Caterer shall not be liable to United for damages in the event that the performance of catering service shall be delayed or prevented by fire, flood, riot, strike or labor dispute beyond the control of Caterer and without fault on its part; provided, however, that wherever possible Caterer shall give United at least twelve (12) hours' prior notice of its inability to perform such service for such reason. Caterer shall promptly resume performance hereunder upon removal or cessation of the cause of such interference or delay.

15. ENTIRETY OF AGREEMENT: This agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

16. BANKRUPTCY: In the event Caterer shall file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors of all or substantially all of its assets, or fail to secure a dismissal of an involuntary petition in bankruptcy within sixty (60) days after the filing thereof, then United may terminate this agreement upon five (5) days written notice to Caterer.

17. DEFAULT OF CATERER: If Caterer shall refuse, neglect or fail to perform, observe and keep any of the covenants, agreements, terms or conditions contained herein on its part to be performed, observed and kept, and such refusal, neglect or failure shall continue for a period of thirty (30) days after written notice to Caterer by United thereof, United shall have the right, in addition to any other right or remedies it may have, to terminate this agreement immediately upon written notice. The right of United to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing. Exercise by United of its right to terminate hereunder shall in no way affect or impair its right to bring suit for any default or breach of this agreement.

18. NOTICES: Except as otherwise provided herein, all notices given hereunder to United shall be in writing and shall be delivered to the Local Station Customer Services (or Sales and Services) Manager with a copy mailed to United Air Lines' Purchasing Department. All notices given hereunder to Caterer shall be in writing and shall be addressed to the address appearing above or at such other address as Caterer shall designate to United in writing.

19. TERMINATION: Either party hereto may terminate this agreement by giving to the other party thirty (30) days advance written notice of its intention to so terminate this agreement; provided, however, that such termination shall not affect rights acquired or obligations incurred prior to the effective date thereof.

20. TERMINATION OF PRIOR AGREEMENTS: This agreement cancels and terminates, as of its effective date, all prior agreements between the parties hereto covering the services covered hereby, whether written or oral or partly written or partly oral.

No alteration, change or modification of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.

This contract cancels and supercedes U.A.L. Contract No. 15502.

PURCHASE CONTRACT APPROVAL

Approved By	Title	Organization
[illegible] 5/3	Buyer	EXOPP ~~SFOPP~~
[illegible] 5/3/68	Pur. Mgr.	EXOPP ~~SFOPP~~
		(Using Dept.)
		EXOLD
	Asst. Vice President or Vice President Purchasing & Stores	EXOVP

Page 4 of 4 Pages.

UNITED AIR LINES

#21541.2

SUPPLEMENTAL AGREEMENT - TERM/PAYMENT

Supplemental Agreement made this 26 day of July, 1971, between Dobbs Houses Inc. and United Air Lines, Inc., amending and/or supplementing an original agreement, UAL Contract No. 21541, entered into between said parties on June 17, 1968, in the following respects (delete the section which does not apply):

1. The term of said original agreement shall be and is hereby extended for an additional period commencing June 1, 1971 and terminating May 31, 1972.

2. Effective N/A, payment(s) provided for under said original agreement shall be and is (are) hereby amended as follows:

It is hereby expressly understood and agreed between the parties that all other terms, provisions and conditions of said original agreement, as heretofore amended, shall continue in full force and effect, and the terms of this Supplemental Agreement are hereby incorporated therein and made a part thereof.

UNITED AIR LINES, INC.

By [signature] By [signature]

Title VICE PRESIDENT — PURCHASING AND F... Title

UL 1946 NS (EXOLD) REV. 11-67 PRINTED IN U.S.A.

C. L. ALLMAN

AUG 5 - 1970

Dobbs Houses, Inc.

Dobbs House

DOBBS HOUSES

PHONE 683-1803, AREA CODE 901 - 474 SQ. PERKINS EXTENSION

POST OFFICE BOX 17009 - MEMPHIS, TENNESSEE 38117

COPY RECEIVED

LIPSIG, SULLIVAN,
MOLLEN & LIAPAKIS, P.C.

By: H Corkerhan Date: 6/16/77

COPY RECEIVED BY
MANAGING ATTORNEY'S OFFICE
HAIGHT, GARDNER, POOR & HAVENS
1977 JUN 16 PM 1:55